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Attorneys for Michael Horner and Thomas Horner
as Co-Trustees of the Horner Family Trust

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In Re:
GEORGE GORDON STRONG III,
Debtor.

Case No. 2:22-bk-13069-NB

Chapter 13

**MICHAEL HORNER AND THOMAS
HORNER, AS CO-TRUSTEES OF THE
HORNER FAMILY TRUST'S
OBJECTION TO DEBTOR'S CHAPTER
13 PLAN; DECLARATION OF SONIA
SINGH IN SUPPORT THEREOF**

Date: November 3, 2022

Time: 9:30 a.m.

Pace: Courtroom 1545

255 E. Temple Street
Los Angeles, California 90012

21 Creditors Michael Horner and Thomas Horner, as Co-Trustees of the Horner Family Trust
22 (collectively, “Horner”) hereby object to the Chapter 13 Plan (*docket no.* 7) (the “Plan”) filed by
23 George Gordon Strong III, the Chapter 13 debtor (the “Debtor”) on or about June 1, 2022, and
24 respectfully state as follows:¹

²⁷ ¹ On or about July 21, 2022, Horner submitted a preliminary objection and reservation of
²⁸ rights regarding the Debtor’s Plan (*docket no. 41*) (the “Preliminary Objection”). This objection
fully incorporates and supplements Horner’s Preliminary Objection.

BACKGROUND

Horner sued the Debtor and his investment advisory company, Strong Wealth Management LLC, in May 2021, which action is pending as Case No. 21STCV17667 in the Superior Court of the State of California, County of Los Angeles (the “State Court Action”). This Court granted Horner relief from stay to proceed to trial on claims against the Debtor and Strong Wealth Management LLC in the State Court Action on June 16, 2022 (*docket no. 32*).

7 As detailed in the Preliminary Objection, pursuant to this Court's July 21, 2022 Order
8 (docket no. 40), the Debtor was ordered to produce documents to Horner's counsel and appear for
9 a Rule 2004 examination. The Debtor appeared for his Rule 2004 examination on August 15,
10 2022. However, because the Debtor failed to produce numerous documents, the parties agreed to
11 continue the Rule 2004 examination in order to allow the Debtor additional time to produce the
12 missing documents. To date, the Debtor has failed to produce all of the missing documents,
13 despite having stipulated on the record to produce the documents by September 9, 2022.
14 Specifically, the Debtor has failed to produce his tax returns to Horner's counsel. Horner's
15 counsel is also advised by counsel for the Chapter 13 Trustee that the Debtor has similarly failed
16 to produce the required tax returns and proof of business income to the Chapter 13 Trustee's
17 office.

18 On or about October 6, 2022, Horner filed a Motion to Dismiss the Debtor's bankruptcy
19 case pursuant to 11 U.S.C. §§ 109(e) and 1307(c) (*docket no. 54*) (the "Motion to Dismiss") on the
20 grounds that the Debtor is not eligible to file for relief under Chapter 13 of title 11 of the United
21 States Code, and for cause given the Debtor's bad faith. The Motion to Dismiss is set to be heard
22 on November 3, 2022, the same day as the continued plan confirmation hearing for the Debtor's
23 Plan.

OBJECTIONS TO PLAN CONFIRMATION

25 Horner objects to confirmation of the Plan for the following reasons, and reserves the right
26 to supplement these objections in light of the Debtor's continued Rule 2004 examination and
27 document production deadline:

28 *First*, pursuant to 11 U.S.C. § 109(e), the Debtor's debts exceed the limits placed by

1 Chapter 13. As detailed in the Motion to Dismiss, Chapter 13 eligibility at the time of the
2 Debtor's petition date was limited to “[o]nly an individual with regular income that owes, on the
3 date of the filing of the petition, noncontingent, liquidated debts of less than \$465,275...”² Here,
4 the Debtor's unsecured claims, as set forth in the timely filed proofs of claim by various unsecured
5 creditors, total \$14,469,201.20. Moreover, while Horner's proof of claim asserts a total unsecured
6 amount of \$11,971,617.90 for claims in the State Court Action, currently, the amount of loss
7 totaling \$2,195,948.02 as detailed in Horner's complaint is readily determinable. (See Singh Decl.
8 ¶6, Ex. 1 [Proof of Claim 5-1, Complaint at ¶¶19, 20].)

9 Specifically, it is likely that Horner's ultimate judgment against the Debtor in the State
10 Court Action could exceed \$2,195,948.02, as accounted for in Horner's proof of claim. However,
11 the fact is that, as of the Debtor's petition date, Horner's loss, attributable completely to Debtor's
12 actions, is readily calculated as \$2,195,948.02 [\$2,616,421.00 (the value of the invested assets in
13 Horner's trust as of August 6, 2019), minus \$475,099.23 (the value of the invested assets in
14 Horner's trust as of December 1, 2020)]. (See Singh Decl. ¶6, Ex. 1 [Proof of Claim 5-1,
15 Complaint at ¶¶19, 20].) The fact that the Debtor disputes his liability on Horner's claims for
16 breach of contract, fraud, breach of fiduciary duty, negligence, and financial elder abuse does not
17 render Horner's claim unliquidated. Instead, because the dollar amount of Horner's claim for
18 \$2,195,948.02 may be calculated by simple arithmetic, it is liquidated for the purposes of
19 calculating eligibility for relief under section 109(e). See *Slack v. Wilshire Ins. Co. (In re Slack)*,
20 187 F.3d 1070, 1073 (9th Cir. 1999); *Mazzeo v. United States*, 131 F.3d 295, 303 (2d Cir. 1997);
21 see also *In re Huelbig*, 299 B.R. 721 (Bankr. D.R.I. 2003).

22 **Second**, pursuant to 11 U.S.C. § 1325(a)(7), the Debtor's petition was not filed in good
23 faith. As further detailed in the Motion to Dismiss, under the totality of circumstances: (1) the
24 Debtor has failed to disclose financial information regarding his income, by failing to file with the
25

26 _____
27 ² Pub. L. No. 117-151 § 2(c) (2022) amended subsection (e) to take effect on June 21,
28 2022, such that to be eligible for chapter 13, the debtor or the debtor and a codebtor spouse, cannot
owe more than \$2,750,000 when the petition is filed. See 2 Collier on Bankruptcy P 109.06 (16th
2022). The Debtor's petition was filed on June 1, 2022, prior to the amendment taking effect.

1 Court a statement showing gross receipts, ordinary and necessary business expenses, resulting in
2 the total monthly net income of his business as required by Schedule I, item 8A, and failing to turn
3 over his tax returns to both Horner and the Chapter 13 Trustee (Singh Decl. ¶4), making it
4 impossible to determine the nature of the Debtor's assets and liabilities and feasibility of the Plan,
5 specifically making it impossible for creditors to understand the true nature of the Debtor's assets
6 in order to evaluate if payments offered under the Plan are less than what creditors would receive
7 if the Debtor's assets were liquidated; (2) the Debtor filed his petition a few months after he
8 voluntarily dismissed his earlier petition to complete a divorce settlement in which he transferred
9 his sole substantial asset to his ex-wife (Singh Decl. ¶¶7-8, Ex. 2); and (3) the Debtor filed his
10 petition to avoid trial in the State Court Action (*Id.* ¶9).

CONCLUSION AND REQUEST FOR RELIEF

For these reasons, Horner respectfully requests that the Plan not be confirmed.

DATED: October 20, 2022

ERVIN COHEN & JESSUP LLP

Byron Z. Moldo

Sonia Singh

By:

Sonia Singh

Attorneys for Michael Horner and Thomas Horner
as Co-Trustees of the Horner Family Trust

DECLARATION OF SONIA SINGH

I, Sonia Singh, declare and state as follows:

3 1. I am an attorney duly licensed in the State of California and entitled to practice
4 before this Court and am an associate of the law firm Ervin Cohen & Jessup LLP, attorneys of
5 record for creditors Michael Horner and Thomas Horner, as Co-Trustees of the Horner Family
6 Trust (“Horner”). I make this declaration in support of the above Objection to Debtor’s Chapter
7 13 Plan. The facts set forth herein are true of my own personal knowledge, and if called upon to
8 testify thereto, I could and would competently do so.

9 2. Horner sued George Gordon Strong III, the Chapter 13 debtor (the “Debtor”) and
10 his investment advisory company, Strong Wealth Management LLC, on or about May 11, 2021,
11 which action is pending as Case No. 21STCV17667 in the Superior Court of the State of
12 California, County of Los Angeles (the “State Court Action”). This Court granted Horner relief
13 from stay to proceed to trial on claims against the Debtor and Strong Wealth Management LLC in
14 the State Court Action on June 16, 2022 (*docket no. 32*).

15 3. Pursuant to this Court's July 21, 2022 Order (*docket no. 40*), the Debtor was
16 ordered to produce documents to our office and appear for a Rule 2004 examination. The Debtor
17 appeared for his Rule 2004 examination on August 15, 2022 virtually. However, because the
18 Debtor failed to produce numerous documents, the parties agreed to continue the Rule 2004
19 examination in order to allow the Debtor additional time to produce the missing documents. To
20 date, the Debtor has failed to produce all of the missing documents, despite having stipulated on
21 the record to produce the documents by September 9, 2022.

22 4. Specifically, the Debtor has failed to produce his tax returns to our office. I am
23 also advised by counsel for the Chapter 13 Trustee that the Debtor has similarly failed to produce
24 the required tax returns or proof of business income to the Chapter 13 Trustee's office.

25 5. On or about October 6, 2022, Horner filed a Motion to Dismiss the Debtor’s
26 bankruptcy case pursuant to 11 U.S.C. §§ 109(e) and 1307(c) (*docket no. 54*) (the “Motion to
27 Dismiss”) on the grounds that the Debtor is not eligible to file for relief under Chapter 13 of title
28 11 of the United States Code, and for cause given the Debtor’s bad faith. The Motion to Dismiss

1 is set to be heard on November 3, 2022, the same day as the continued plan confirmation hearing
2 for the Debtor's Plan.

3 6. On or about June 14, 2022, our office on behalf of Horner filed a proof of claim in
4 the Debtor's bankruptcy case, classified as Claim No. 5 in the Court's Claims Register, in the total
5 amount of \$11,971,617.90 for Horner's claims asserted in the State Court Action, a true and
6 correct copy of which claim is attached hereto as **Exhibit 1**. This claim represents actual out-of-
7 pocket losses of \$2,195,948.02, plus treble damages in addition to out of pocket losses, awardable
8 pursuant to the California Financial Elder Abuse Act (Cal. Welf. & Inst. Code § 15600) and
9 California Civil Code § 3345.

10 7. Previously, the Debtor had filed a Chapter 13 bankruptcy case on or about February
11 8, 2022, which was pending before this Court as Case No. 2:22-bk-10689-NB. The Debtor filed a
12 request to voluntarily dismiss his Chapter 13 case, and the Court entered its Order of dismissal on
13 February 24, 2022.

14 8. In the Debtor's "Opposition to Motion for Relief [sic]" (*docket no. 27*) filed on
15 June 8, 2022, the Debtor admits that he dismissed his first bankruptcy case to complete his divorce
16 settlement. (See Opposition at pp. 2:14-15, 3:3-6). Based on a review of the Debtor's stipulated
17 judgment entered in his divorce proceeding, a copy of which was provided to our office as part of
18 the Debtor's Rule 2004 document production and is attached hereto as **Exhibit 2** – the Debtor
19 transferred what his bankruptcy schedules identify as his sole substantial asset – his home – to his
20 now ex-wife Brooke Strong. (See Attachment to Stipulated Judgment at p. 13:3-14).

21 ///

22 ///

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28 ///

1 9. The timing of this bankruptcy filing on June 1, 2022 was right before trial was set
2 to begin the following week, on June 6, in the State Court Action.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on October 20, 2022 at Beverly Hills, California.


Sonia Singh

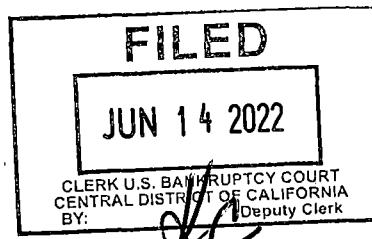
Sonia Singh

ERVIN COHEN & JESSUP LLP

EXHIBIT “1”

Fill in this information to identify the case:

Debtor 1	George Gordon Strong, III
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Central District of California
Case number	2:22-bk-13069-NB



Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Michael Horner and Thomas Horner, as Co-Trustees of the Horner Family Trust Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Name 9401 Wilshire Blvd., 9th Floor Number Street Beverly Hills CA 90212 City State ZIP Code Contact phone 310-273-6333 Contact email mlieb@ecjlaw.com	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----			
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____/_____/_____		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ 11,971,617.90 Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Fraud, breach of fiduciary duty, negligence, breach of contract, and financial elder abuse.</u> Claims asserted in LASC Case No. 21STCV17667.
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____
	 Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
	 Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
	 Amount necessary to cure any default as of the date of the petition: \$ _____
	 Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition: \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	Amount entitled to priority
	<input type="checkbox"/> Yes. Check one:	
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_____) that applies.	\$ _____
* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it.
 FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

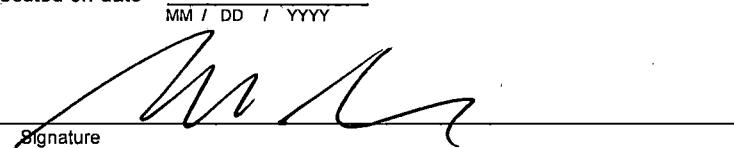
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/13/2022
 MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name	Michael C. Lieb		
	First name	Middle name	Last name
Title	Attorney for Creditor		
Company	Ervin Cohen & Jessup LLP		
Identify the corporate servicer as the company if the authorized agent is a servicer.			
Address	9401 Wilshire Blvd., 9th Floor		
	Number	Street	
	Beverly Hills	CA	90212
Contact phone	City	State	ZIP Code
	310-273-6333	Email mlieb@ecjlaw.com	

Horner Damages Calculations

All amounts may be trebled on a finding of Financial Elder Abuse:

	<u>6-Sep-19</u>	<u>1-Dec-20</u>
TOTAL EQUITY	2,493,441.18	2,896,723.50
CASH	135,510.72	135,510.72
DIVIDENDS EARNED		126,445.09
TOTAL	2,628,951.90	3,158,679.31
Value on 12/1/2020		475,099.23
Withdrawals		(106,000.00)
Management Fees		(21,539.92)
TOTAL		2,599,120.00

Prejudgement Interest Calculations

Prejudgement Period 12/1/2020 6/7/2022

Days 553

Prejudgement Rate 10%

Daily Rate 0.027397%

Total Prejudgement Interest 393,784.48

Total Damages -

Portfolio **2,992,904.48**

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

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mlieb@ecjlaw.com

2 Andrew J. Peterson (SBN 293886)
apeterson@ecjlaw.com

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6 Attorneys for Michael Horner and Thomas Horner
as Co-Trustees of the Horner Family Trust

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MICHAEL HORNER AND THOMAS
HORNER AS CO-TRUSTEES OF THE
HORNER FAMILY TRUST.

Plaintiffs,

v.

**STRONG WEALTH MANAGEMENT LLC;
GEORGE G. STRONG III, and DOES 1-10,
inclusive.**

Defendants.

Case No. 21STCV17667

**COMPLAINT FOR FRAUD, BREACH OF
FIDUCIARY DUTY, NEGLIGENCE,
BREACH OF CONTRACT, AND
FINANCIAL ELDER ABUSE**

Plaintiffs Michael Horner and Thomas Horner, in their capacities as co-trustees of the Horner Family Trust allege as follows:

SUMMARY OF THE CASE

1. Investing the life savings of a then-83 year old man, defendants Strong Wealth Management LLC and George Strong III (collectively, “Strong”) managed to lose 80% of the Trust’s \$2.67 million investment in the span of a single year. In so doing, Strong completely ignored the investment goals of their client and any semblance of prudent investment strategy, instead engaging in thousands of often conflicting trades that could not reasonably have been expected to serve the client’s investment objectives. They have left Plaintiff Michael Horner,

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**COMPLAINT FOR FRAUD, BREACH OF FIDUCIARY DUTY, NEGLIGENCE, BREACH OF CONTRACT,
AND FINANCIAL ELDER ABUSE**

1 whose assets were deposited into the Horner Family Trust, without the retirement savings he
2 worked a lifetime to produce. In doing the acts alleged herein, Strong acted fraudulently and
3 negligently, and they took, secreted, appropriated, obtained and/or retained the personal property
4 of an elder for a wrongful use and/or with an intent to defraud, thus constituting financial elder
5 abuse within the meaning of California Welfare and Institutions Code §15610.30.

6 **THE PARTIES**

7 2. Plaintiffs **Michael (Mike) Horner** and **Thomas (Tom) Horner** are, respectively,
8 father and son, and co-trustees of the **Horner Family Trust** (the “**Trust**”). Mike Horner was born
9 on April 20, 1936 and was over the age of 65 as the date of all of the events giving rise to
10 Defendants’ liability, as alleged in this Complaint.

11 3. The **Trust** is a revocable living trust originally created in 1995 by Mike Horner and
12 his now-deceased wife, Sally, as settlors and trustees. The Trust, which contains the assets of
13 Mike Horner and holds those as assets for the sole benefit of Mike Horner during his lifetime, is
14 not an entity separate from its trustees.

15 4. Sally Horner passed away on January 24, 2017, after which Mike Horner, unable to
16 live there without his wife, sold the family home, in which he and Sally had resided since 1974.
17 The proceeds of that sale netted Mike Horner approximately \$1.8 million, which constituted the
18 bulk of Mr. Horner’s net worth and also the majority of the money entrusted to Strong’s
19 investment management.

20 5. Defendant **Strong Wealth Management LLC (“SWM”)** is a registered
21 investment advisory firm located in Pasadena, California. SWM touts the fact that its position as
22 an investment adviser creates fiduciary duties that distinguish it from brokers or financial advisors.
23 [<http://strongwealth.com/our-firm/>]. SWM’s Written Investment Policy Statement further
24 acknowledges its fiduciary obligations to its clients.

25 6. On information and belief, defendant **George G. Strong III** (also referred to as
26 “**Mr. Strong**” or “**George**”) is the President/Managing Member and Chief Compliance Officer of
27 SWM, and he so identified himself in the Investment Advisory Agreement signed by SWM and
28 Plaintiffs. Per his website biography, Strong claims to hold a B.S. from Vanderbilt University and

1 an MBA from the Marshall School of Business at the University of Southern California. Mr.
2 Strong also states that he is an Accredited Wealth Management Advisor and earned a "certificate"
3 in Financial Markets from Yale University. Strong states that he is presently working toward his
4 CFP (Certified Financial Planner) designation.

5 7. Plaintiffs are ignorant of the true names and capacities of the defendants sued
6 herein as Does 1-10, inclusive, and thus sues said defendants by their fictitious names. Plaintiffs
7 are informed and believe and thereon allege that each of the fictitiously-named defendants is liable
8 to Plaintiffs, along with the named defendants, for the damages alleged in this Complaint.
9 Plaintiffs will amend this Complaint to allege the true names and capacities of Does 1 through 10
10 when the same become known to Plaintiffs.

11 **UNDERLYING FACTS**

12 8. Plaintiff Mike Horner received a B.A. from Cornell University in 1958. Following
13 graduation, he worked in residential construction and industrial sales. In 1965, he returned to
14 school and received an MBA in marketing from Wharton Graduate School in 1967. Following
15 graduation from Wharton, Mike Horner worked as an associate with McKinsey & Company
16 before forming his own management consulting firm known as Horner, Walter & Company. He
17 later joined the consulting firm Rex Land & Associates as Vice President and Director.

18 9. In 1973, Mike and Sally Horner acquired a summer day camp known as Tom
19 Sawyer Camps. Rescuing it from the brink of insolvency, he and Sally ran the camp until passing
20 it along to their daughter Sarah in 2004. In 1992, the Horners acquired an interest in Catalina
21 Island Camps, which Mike's son, co-plaintiff Tom Horner, now operates with his wife. The
22 transfer of these assets to his children left Mike Horner reliant on his savings to fund his
23 retirement.

24 10. In addition to his business pursuits, Mike is very active in the community. He is
25 past President of the Wharton Graduate School Alumni Association of Los Angeles; past
26 Chairman of the Board of the Eisner Pediatric and Family Medical Center; past President of the
27 Pasadena Young Musicians Orchestra; past board member of the Bishop Goodin Home; and is
28 currently a trustee of the Criminal Justice Legal Foundation and the Mt. Wilson Institute.

1 11. After a long battle with dementia, Sally Horner passed away on January 24, 2017.
2 By that time, Mike and Sally's children had taken over the two camps and Mike was retired with
3 no source of income other than savings and social security. He promptly made the decision to sell
4 the family home which he and Sally had purchased in 1974, and in which they raised their family.
5 Mike initially placed the net proceeds of that sale into a Charles Schwab account, which was
6 valued at \$1,625,935.69 when the account was transferred to SWM's control in an account with
7 Interactive Brokers LLC ("IB").

8 12. At that time, Mike's remaining savings were held in a separate account at Morgan
9 Stanley. That account, valued at \$1,036,571.20, also was transferred to SWM's control and
10 placed in the IB account.

11 13. The relationship between Mike Horner and George Strong began with a chance
12 meeting at the Valley Hunt Club in Pasadena which was holding an antique car show and where
13 they were both members. George came over to Mike's car to admire it and introduced himself.
14 During the conversation, Mike learned that, many years before, George had been a camper at Tom
15 Sawyer Camps and he had been raised in La Canada in a home familiar to Mike. Later at the car
16 show, Mike and a friend joined George and his wife and three young daughters for lunch. That
17 conversation eventually led to a meeting at the offices of SWM during which Mr. Strong solicited
18 Mike Horner's business.

19 14. The timing was fortuitous. As noted above, Mike Horner had recently sold his
20 home and he had a sizeable nest egg that he wished to preserve and use for his retirement. Mike
21 had also recently spoken with his son Tom about his concern for preserving and protecting those
22 funds, and Tom encouraged Mike to find someone to provide sound financial advice in order to
23 ensure that Mike's funds were carefully invested and continued to serve as retirement income.

24 15. When Mike arrived for his meeting, he noticed that the SWM offices were
25 impressive. SWM was just moving in and there was a lot of activity. He and George quickly
26 began talking business. Mr. Strong told Mr. Horner about his experience, touting his past
27 employment with Morgan Stanley and Merrill Lynch. Mr. Strong explained that one of the
28 reasons for striking out on his own was to move his office to the Pasadena area and avoid a long

1 commute to the West Side. Mr. Strong described his strong attachments to the Pasadena area and
2 community, and it turned out that Mr. Strong also attended the same church as Tom Horner.

3 16. During the meeting, Mr. Horner explained his financial position clearly, including
4 the recent sale of his home and the investments he currently held. Mr. Horner explained that he
5 was looking for an investment strategy that prioritized wealth preservation and income generation.
6 Overall, Mr. Horner stated that he was looking for a conservative approach. He specifically
7 explained that he was looking to make long-term investments in both established and up-and-
8 coming companies. He wanted to pursue a buy-and-hold strategy, with the occasional use of puts
9 and calls to hedge his investments and generate income. Mike was clear that he did not want his
10 account churned.

11 17. As a then-83 year old retiree, Mike Horner was looking to preserve the wealth that
12 he had accumulated over a lifetime of work and to make monthly withdrawals of \$9-10,000 to pay
13 living expenses. The fact that Mr. Horner needed to receive monthly payments to pay living
14 expenses should, in itself, have indicated how important the preservation of the invested funds
15 was, but Mr. Horner told Strong explicitly that he was transferring the bulk of his money to the IB
16 account and it was to be managed by Strong for conservative growth and income.

17 18. Consistent with that discussion, Mr. Horner's answers to the "Client
18 Questionnaire" stated that he was "retired/unemployed;" seeking capital preservation and income;
19 investing more than half of his "overall investment plan" with SWM; and was looking to draw
20 monthly payments of \$10,000. Mr. Horner listed his risk tolerance as "moderate."

21 19. On or about August 7, 2019, Mr. Strong presented Mr. Horner with a Portfolio
22 Analysis. It valued the Trust's invested assets as of August 6, at \$2,616,421.00 and showed that,
23 as of that date, the Trust's investments, managed by Mike Horner, closely mirrored the S&P 500
24 index, illustrating an 87% correlation with the Trust's investment allocation. Since 2017, per
25 Strong's analysis, the Trust's performance had slightly lagged the S&P 500 index (which included
26 smaller losses for the Trust in 2018, when the Trust's assets lost 3.94% of their value while the
27 S&P 500 showed a 4.38% loss). The Trust's top four holdings, comprising approximately 23% of
28 the Trust's total investments, were Johnson & Johnson, Amazon.com, Apple Inc. and Blackstone

1 Group Inc., followed in fifth place by cash holdings totaling 4.4% of the portfolio. The worst-
2 performing of these top-four holdings (J&J) increased 12.75% during the time Strong managed the
3 Trust's investment assets. The others increased in value 32% (Blackstone); 80% (Amazon); and
4 149% (Apple).

5 20. On the valuation date of the Portfolio Analysis, August 6, 2019, the S&P 500 index
6 stood at 2,881.77. On December 1, 2020, the S&P 500 index closed at 3,662.45, an increase of
7 27%. During that same timeframe, the Trust's account value plummeted to \$475,099.23, an
8 almost unimaginable **loss** of 80.27% -- totaling \$2,195,948.02 in losses on a \$2.67 million initial
9 investment, and a loss of \$2,850,118 as compared with an S&P 500 index fund.

10 21. The Portfolio Analysis included a "Portfolio Proposal." Consistent with the Client
11 Questionnaire, the Portfolio Proposal stated that Mr. Horner would draw funds from the account
12 immediately; was looking to "grow moderately;" and consistent with the Trust's prior
13 performance, Mr. Horner wanted the account to "trail the stock market but make a moderate
14 profit."

15 22. The Portfolio Proposal contained three "SWM Proposed Portfolios." It proposed
16 investing \$1 million in a "High Income & Growth with 6% Income" portfolio; \$500,000 in a Tax-
17 Advantaged Income portfolio; and \$500,000 in an Options-Enhanced Equity Income Portfolio.
18 Mr. Strong conveyed to Mike that this strategy was consistent with Mike's conservative
19 investment objectives.

20 23. SWM did not actually follow any of these proposed portfolios, and it certainly
21 made no effort to serve its client's investment objectives. Instead, it engaged in a frenetic series of
22 trades with no apparent strategy, and certainly with no effort to adhere to a conservative, income
23 producing and wealth preservation strategy. None of this was at all foreshadowed by the
24 conservative and fairly static Portfolio Proposal. Nor was any of this activity consistent with Mike
25 Horner's conservative investment objectives.

26 24. In reliance on Strong's representations, Mike and Tom Horner each executed the
27 Investment Advisory Agreement ("IA Agreement") pursuant to which the Trust granted SWM
28 discretionary investment management, which authorized SWM to "execute purchases and sales of

1 securities on Client's behalf without consulting Client regarding each sale or purchase." A true
2 and correct copy of the IA Agreement is attached hereto as exhibit 1 and incorporated herein by
3 this reference. As the IA Agreement further states, by signing the contract, the Horners were
4 authorizing SWM to act as investment adviser. As investment adviser, SWM was to "supervise
5 and direct the investments of and for the account, subject to the objectives, limitations and
6 restrictions listed in Client's Written Investment Policy Statement ("IPS"), which is attached as
7 Exhibit I."

8 25. The IPS itself is a boilerplate document that says very little and contains some
9 language that implies that it is not actually the IPS but a tool to be used to create an investment
10 policy. The IPS does confirm SWM's fiduciary duties and appears to incorporate the Client
11 Questionnaire on the following page. The Client Questionnaire confirmed that Mike Horner was:
12 widowed; retired/unemployed; receiving income, including annual investment income of \$100,000
13 to \$250,000; was investing more than 50% of the Trust's "overall investment plan" with SWM;
14 seeking capital preservation and income (but not growth); accepting of moderate risk; and
15 anticipating monthly withdrawals of \$10,000. All of this information confirmed that SWM was to
16 invest the funds entrusted to it conservatively.

17 26. In accordance with the IA Agreement, SWM was to be paid an annual fee equal to
18 1% of assets under management (known as AUM).

19 27. Following execution of the IA Agreement, the Trust transferred approximately \$2.6
20 million to the IB account controlled by SWM. As of December 31, 2019, the value of the account
21 was virtually unchanged from its August 2019 value as depicted in the Portfolio Analysis. In the
22 2020 Activity Statement provided by SWM, the cash and securities held in the IB account were
23 valued at \$2,671,047.25 as of December 31, 2019. As of December 1, 2020, the value of the IB
24 account had dropped to \$475,099.23, a loss of \$2,195,948.02. During this time, Mike Horner
25 withdrew just \$106,000 to pay his living expenses, producing a net investment loss of
26 \$2,089,948.02, greater than 78%. The S&P 500 Index closed at 3,230.78 on December 31, 2020.
27 On December 1, 2020, it closed at 3,662.45, an increase of more than 13%. Had the Trust simply
28 been invested in an S&P 500 index fund, the account would have been worth \$3,325,217 by

1 December 1, 2020, \$2,850,118 higher than what occurred.

2 28. To produce this extraordinary loss, SWM did not follow any coherent investment
3 strategy. Its 2020 Activity Statement reflects approximately 10,000 trades made over the course
4 of eleven months. Indeed, the SWM Activity Statement includes 414 pages of trades, with each
5 page reflecting a minimum of 25 trades.

6 29. The results have been ruinous to Mike Horner. At age 85, his retirement nest egg is
7 gone, due solely to the incompetent, fraudulent and abusive conduct of Strong.

8 **FIRST CAUSE OF ACTION**

9 **(FRAUD)**

10 30. Plaintiffs incorporate herein, as if alleged in full, the allegations in paragraphs 1
11 through 29, inclusive.

12 31. To induce Plaintiffs to invest the bulk of Mike Horner's life savings with SWM,
13 Defendants made, among others, the following representations to Mike Horner:

14 (a) That Strong would pursue a conservative buy-and hold investment approach
15 designed to preserve capital and generate income while accepting only moderate risk;

16 (b) That Strong would adhere to the Written Investment Policy Statement that
17 incorporated the foregoing investment goals;

18 (c) That Strong had the training, experience and expertise to execute a
19 conservative investment strategy consistent with Mike Horner's investment objectives;

20 (d) That Strong would use the IPS, client interviews and conversations, and
21 client meetings to formulate an investment strategy consistent with Mike Horner's objectives; and

22 (e) That Strong would treat the Trust with a fiduciary standard of care –
23 meaning that the Client's interests would always be at the forefront.

24 32. Defendants intended that Mike and Tom Horner would rely on these
25 representations in deciding to entrust the bulk of Mike Horner's life savings to SWM's
26 management, and they in fact did so rely.

27 33. Each of the foregoing representations was false as follows:

28 (a) Strong did not pursue and, it is apparent from the trades carried out by

1 SWM, never intended to pursue, a buy-and-hold trading strategy designed to preserve capital and
2 generate income while incurring only moderate risk;

3 (b) Strong did not intend to, and in fact did not, adhere to the IPS;

4 (c) Strong lacked the training, experience and expertise to execute a proper
5 conservative trading strategy that the client desired;

6 (d) Strong did not use, and never intended to use, the IPS, along with client
7 interviews and meetings to guide the investment strategy Defendants employed; and

8 (e) Strong did not place the client's interests above its own, as required by the
9 fiduciary standard it accepted and touted, but instead violated and made no attempt to adhere to
10 several of the four types of fiduciary duties imposed on Strong, which included a duty of loyalty,
11 duty of full disclosure, duty of highest good faith and fair dealing, and duty of care.

12 34. As a result of their reliance on Strong's misrepresentations, Plaintiffs suffered
13 damages as alleged more fully above, in the sum of at least \$2.8 million.

14 35. In the actions alleged above, resulting in Strong defrauding Mike Horner out of the
15 bulk of his life savings, Strong acted with oppression, fraud or malice thus entitling Plaintiffs to
16 recover exemplary or punitive damages.

17 **SECOND CAUSE OF ACTION**

18 **(BREACH OF FIDUCIARY DUTY)**

19 36. Plaintiffs incorporate herein, as if alleged in full, the allegations in paragraphs 1
20 through 35, inclusive.

21 37. In serving as investment adviser Strong owed fiduciary duties of loyalty, full
22 disclosure, highest good faith and fair dealing, and due care.

23 38. Per the Commission Interpretation Regarding Standard of Conduct for Investment
24 Advisers, which constitutes the SEC's interpretation of the requirements of the Investment
25 Advisers Act of 1940 [15 U.S.C. § 80b; 17 CFR 275], the duty of due care includes a duty to
26 provide advice that is in the best interest of the client, to seek best execution, and to provide advice
27 and monitoring over the course of the relationship. To provide suitable investment advice, the
28 investment adviser must take into consideration the client's financial situation, investment

1 experience, and investment objectives. See Investment Advisers Act, Release No. 1406 (March
2 16, 1994).

3 39. Departure from the fiduciary standard may constitute fraud under Section 206 of
4 the Investment Advisers Act.

5 40. By the acts described above, Strong knowingly and intentionally breached its
6 fiduciary duties owed to the Trust and its trustees.

7 41. Plaintiffs suffered damages as alleged more fully above, in the sum of at least \$2.8
8 million.

9 42. In the actions alleged above, resulting in Strong defrauding Plaintiffs out of the
10 bulk of Mike Horner's life savings, Strong acted with oppression, fraud or malice thus entitling
11 Plaintiffs to recover exemplary or punitive damages.

12 **THIRD CAUSE OF ACTION**

13 **(NEGLIGENCE)**

14 43. Plaintiffs incorporate herein, as if alleged in full, the allegations in paragraphs 1
15 through 42, inclusive.

16 44. Strong owed Plaintiffs a duty of due care – and indeed, of utmost due care.

17 45. The actions of Strong breached that standard of care resulting in damages to
18 Plaintiffs in an amount to be proven at trial.

19 **FOURTH CAUSE OF ACTION**

20 **(BREACH OF CONTRACT – AGAINST SWM ONLY)**

21 46. Plaintiffs incorporate herein, as if alleged in full, the allegations in paragraphs 1
22 through 29, inclusive.

23 47. Plaintiffs and SWM were parties to a contract known as the IA Agreement.

24 48. Plaintiffs complied with all of their duties and responsibilities under the IA
25 Agreement.

26 49. SWM breached its duties under the contract by, *inter alia*, failing to supervise and
27 direct investments of the Account in accordance with the investment objectives of Mike Horner, as
28 set forth in the Written IPS.

1 50. Plaintiffs suffered damages on account of SWM's breach in an amount to be
2 proven at trial.

FIFTH CAUSE OF ACTION

(FINANCIAL ELDER ABUSE)

5 51. Plaintiffs incorporate herein, as if alleged in full, the allegations in paragraphs 1
6 through 42, inclusive.

7 52. A Defendant violates Welfare and Institutions Code Section 15610.30 "when an
8 elder or dependent adult is deprived of any property right, including by means of an agreement . . .
9 regardless of whether the property is held directly or by a representative of an elder or dependent
10 adult."

53. Mike Horner was an elder, as that term is used in the Financial Elder Abuse statute, which defines an elder as any person who is 65 years old or older.

13 54. Furthermore, a person or entity shall be deemed to have taken, secreted,
14 appropriated, obtained, or retained property for a wrongful use if, among other things, the person
15 or entity takes, secretes, appropriates, obtains, or retains the property and the person or entity
16 knew or should have known that this conduct is likely to be harmful to the elder or dependent
17 adult.

18 55. As alleged more fully above, Strong took, secreted, appropriated, obtained or
19 retained the Trust's funds for a wrongful use or with intent to defraud.

20 56. In so doing, Strong committed financial elder abuse.

57. In addition to all other remedies provided by law, Plaintiffs are entitled to recover
their reasonable attorney's fees and costs pursuant to Welfare & Institutions Code §15657.5.

23 58. Furthermore, Defendants acted with recklessness, oppression, fraud or malice in the
24 commission of the abuse of Mike Horner, thereby entitling Plaintiffs to an award of punitive
25 damages and treble damages pursuant to Cal. Civ. Code §3294 and Cal. Civ. Code §3345.

26 WHEREFORE, Plaintiffs pray for relief as follows:

- 1 2. For punitive or exemplary damages and treble damages;
2 3. For plaintiffs' costs of suit and reasonable attorneys' fees; and
3 4. For such other and further relief as this Court may see fit to award.

4

5 DATED: May 11, 2021

ERVIN COHEN & JESSUP LLP

Michael C. Lieb
Andrew J. Peterson

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7

8 By: /s/ Michael C. Lieb

9 Michael C. Lieb
10 Attorneys for Michael Horner and Thomas Horner
11 as Co-Trustees of the Horner Family Trust

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ERVIN COHEN & JESSUP LLP

EXHIBIT “2”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): VIVIAN CARRASCO HOSP [SBN 266742] YOUNG, SPIEGEL & HOSP, LLP. 301 NORTH CANON DRIVE, SUITE 300 BEVERLY HILLS, CA 90210		FOR COURT USE ONLY
TELEPHONE NO.: (310) 887-5100 FAX NO. (Optional): (310) 887-5119		
E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PETITIONER, BROOKE STRONG		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL		CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles
MARRIAGE OR PARTNERSHIP OF PETITIONER: BROOKE STRONG		APR 28 2022 Sherri R. Carter, Executive Officer/Clerk of Court
RESPONDENT: GEORGE GORDON STRONG III		
<input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: APR 28 2022		CASE NUMBER: 21STFL05172

1. This judgment contains personal conduct restraining orders modifies existing restraining orders.
The restraining orders are contained on page(s) _____ of the attachment. They expire on (date):
2. This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested Agreement in court
 a. Date: APR 28 2022 Dept.: 2 Room: 25
 b. Judicial officer (name): Attorney present in court (name):
 c. Petitioner present in court Attorney present in court (name):
 d. Respondent present in court Attorney present in court (name):
 e. Claimant present in court (name): Attorney present in court (name):
 f. Other (specify name): Attorney present in court (name):
3. The court acquired jurisdiction of the respondent on (date): July 8, 2021
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) on (specify date): APR 28 2022
 (2) on a date to be determined on noticed motion of either party or on stipulation.
- b. Judgment of legal separation is entered.
- c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d. This judgment will be entered nunc pro tunc as of (date):
 e. Judgment on reserved issues.
- f. The petitioner's respondent's former name is restored to (specify):
- g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

Page 1 of 2

1 **ATTACHMENT TO STIPULATED JUDGMENT (FL-180)**
2

3 **PURSUANT TO CALIFORNIA RULES OF COURT, RULE 5.411, Petitioner,**
4 Brooke Strong, and Respondent, George Gordon Strong III, personally and through their
5 respective attorneys of record, stipulate to the following Judgment of Dissolution of
6 Marriage ("Stipulated Judgment"). **IT IS ORDERED, ADJUDGED AND DECREED AS**
7 **FOLLOWING:**

8

9 **I. RECITALS**

- 10 A. The Court finds that the parties were married on May 30, 2010.
- 11 B. The Court finds that irreconcilable differences have arisen between the
12 parties, as a result of which they separated on or about January 5, 2021, and that the
13 parties have been separated continuously thereafter. Accordingly, the Court finds the
14 date of separation to be January 5, 2020.
- 15 C. The Court finds that the parties have three (3) minor children, Emma Grace
16 Strong, born August 18, 2017, Madeleine Margaret Strong, born November 14, 2012 and
17 Charlotte Welles Strong, born November 28, 2010 (the "Minor Children"). The Court
18 finds, and the parties acknowledge and agree, that the parties entered into a Stipulation
19 and Order Re: Child Custody and Visitation on December 29, 2021, filed with the Court
20 on December 30, 2021.
- 21 D. The parties participated in a Voluntary Settlement Conference on
22 November 30, 2021 with Commissioner Jill Schlesinger Robbins [Ret.] ("VSC"). At the
23 conclusion of the settlement conference, the parties entered into a Deal Memorandum
24 dated November 30, 2021, the terms of which are incorporated herein.
- 25 E. The parties each hereby stipulate and agree that they have entered into this
26 Stipulated Judgment to effect a complete and final settlement between the parties of (1)
27 all of their personal and property rights, claims and obligations; and (2) all other marital
28 rights, claims and obligations including, but not limited to, a fair, just and equitable division

1 of the property of the parties, and that this Stipulated Judgment satisfies any and all
2 obligations, claims or rights that either party may claim for spousal support and
3 maintenance arising by virtue of their marital relationship or otherwise. The Court finds,
4 and the parties acknowledge and agree, that the Court reserves jurisdiction with respect
5 to physical custody and visitation and support of the Minor Children.

6 F. Petitioner acknowledges and agrees (1) that Petitioner has been
7 represented by counsel of Petitioner's own choosing; (2) that Petitioner has read this
8 Stipulated Judgment and has had it fully explained by such counsel; (3) that Petitioner is
9 fully aware of the contents hereof and of its legal effect; and (4) that Petitioner has
10 executed this Stipulated Judgment in reliance upon Petitioner's own independent
11 judgment free from coercion, duress and/or undue influence.

12 G. Respondent acknowledges and agrees (1) that Respondent has been
13 represented by counsel of Respondent's own choosing; (2) that Respondent has read
14 this Stipulated Judgment and has had it fully explained by such counsel; (3) that
15 Respondent is fully aware of the contents hereof and of its legal effect; and (4) that
16 Respondent has executed this Stipulated Judgment in reliance upon Respondent's own
17 independent judgment free from coercion, duress and/or undue influence.

18 H. Petitioner and Respondent each respectively acknowledge (1) that said
19 party has obtained no unfair advantage over the other party as a result of this Stipulated
20 Judgment; (2) that there is sufficient consideration for the entry into this Stipulated
21 Judgment; and (3) that said party was not under any coercion or undue influence in
22 entering into this Stipulated Judgment.

23 I. Petitioner and Respondent each respectively acknowledge (1) that all
24 negotiations leading to this Stipulated Judgment were carried on at arm's length; (2) that
25 the confidential relationship arising out of the marriage of the parties did not exist during
26 such negotiations; and (3) that said party recognized that the interests of said party and
27 the other party were adverse during such negotiations.

28 J. Petitioner and Respondent each hereby stipulate and agree (1) that each

1 of the parties has her or his own knowledge and opinion concerning the nature, extent
2 and value of community, quasi-community and separate assets and liabilities, income,
3 and all other matters; (2) that each party relied upon her or his own knowledge, opinions
4 and valuations; (3) that each party has sought and obtained separate and independent
5 counseling from other persons concerning said matters; and (4) that no representation by
6 either party has been relied upon by the other concerning the nature, extent and value of
7 community, quasi-community and separate assets and liabilities, income, and all other
8 matters.

9 K. Petitioner and Respondent each stipulate and agree that in negotiating the
10 economic terms of this Stipulated Judgment, each of the parties was informed of the laws
11 of the State of California which permit the opportunity for each party to obtain from the
12 other, and from others, all facts pertaining to financial aspects of the parties including, but
13 not limited to, all of the financial circumstances of the other party, and the income which
14 each is likely to derive from the property acquired by each party pursuant to this Stipulated
15 Judgment, both on a voluntary basis and through formal discovery procedures. Each
16 party represents and warrants to the other that each party desires a settlement of all
17 matters set forth in this Stipulated Judgment, and that each party voluntarily chooses not
18 to exercise any further discovery rights as to the issues set forth herein including, but not
19 limited to, serving form and special interrogatories, inspection demands, and requests for
20 admission; issuing subpoenas; taking depositions of the parties and third parties; and
21 obtaining expert or other appraisals of real, personal and/or business properties and other
22 assets. Each party acknowledges that she/he has been informed of the obligations
23 imposed upon each to disclose assets, liabilities, income, and investment opportunities.
24 Each party knowingly, voluntarily, and expressly waives her or his rights to engage in
25 discovery, both formal and informal, and to fully investigate the financial circumstances
26 of the other party, and that each party has specifically requested that counsel not exercise
27 the same on such party's behalf. Each party accepts the economic terms of this
28

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BEVERLY HILLS, CALIFORNIA 90210-4724
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1 Stipulated Judgment with full knowledge of her and his rights in light of the foregoing
2 waiver.

3 L. Petitioner and Respondent each also acknowledge that in entering into a
4 negotiated settlement of all of the issues between them as set forth herein, each party
5 knowingly, voluntarily, and expressly waives her and his rights to a full evidentiary hearing
6 on the merits with respect to those issues. Each party acknowledges that each such party
7 has been advised by her and his own counsel and other advisors that the economic and
8 other benefits conferred on each party by this Stipulated Judgment may be better or worse
9 than the economic and other benefits that would be conferred on each party after a full
10 evidentiary hearing. Each party acknowledges and agrees that each such party has
11 considered the risk of litigation and the cost thereof, and has knowingly, voluntarily, and
12 expressly decided that it is preferable to settle the issues rather than to be subjected to
13 the uncertainties of the litigation process. Each party acknowledges and agrees that each
14 such party's counsel has advised the respective client that in the event this Stipulated
15 Judgment is signed, said counsel cannot be responsible in any manner whatsoever with
16 regard to income or the nature, extent, condition or value of any assets and obligations,
17 whether community, quasi-community, or separate, and whether confirmed or disposed
18 of herein. Petitioner and Respondent each represent and warrant that in entering into
19 this Stipulated Judgment, such party has not relied upon the representation of any
20 counsel or of opposing counsel in any manner or form with regard to income or the nature,
21 extent, condition or value of any assets and obligations, whether community, quasi-
22 community, or separate, and whether confirmed or disposed of herein.

23 M. Petitioner and Respondent each represent and warrant that each such party
24 has not heretofore assigned any claim or claims against the other party to any third person
25 or entity whatsoever. Each of the parties represents and warrants that she/he has not
26 caused or permitted to be placed on any property described in this Stipulated Judgment
27 any new and/or additional encumbrance, lien, charge or otherwise which is not set forth
28 in this Stipulated Judgment. In the event that it is hereafter determined by a court of

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1 competent jurisdiction that either of the parties has heretofore assigned any claim or
2 claims against the other party to any third person or entity whatsoever, or has caused or
3 permitted to be placed on any property described in this Stipulated Judgment any new
4 and/or additional encumbrance, lien, charge or otherwise which is not set forth in this
5 Stipulated Judgment, then the party against whom such finding has been made is ordered
6 to pay to the other party, on demand, a sum equal to the amount of any such assigned
7 claim or claims, or a sum equal to the amount of any such new and/or additional
8 encumbrance, lien, charge or otherwise, as determined by the Court, and the Court
9 retains jurisdiction to make any such determinations and Orders in that regard. In the
10 event that a legal action is instituted to enforce any such claim or demand, then the
11 prevailing party shall be entitled to reasonable attorney's fees and costs incurred in that
12 regard.

13 N. With the exception of support and custody of the Minor Children, as to which
14 the Court reserves jurisdiction, Petitioner and Respondent mutually desire to and have
15 forever adjusted by and between themselves all past, present and future rights of every
16 kind and nature whether relating to spousal support; community property, quasi-
17 community property, and separate property regardless of where any such property may
18 be located; rights of reimbursement, credit, and offset; attorney's fees and costs; and all
19 other rights and claims that either party may have or claim to have against the other
20 through the date of execution of this Stipulated Judgment. The provisions of this
21 Stipulated Judgment are accepted in full satisfaction of any claim that either party may
22 have or claim to have against the other and constitute a full and final accord and
23 satisfaction of all claims which each may have against the other.

24 O. The parties acknowledge and agree that they have separated. Since the
25 date of separation each of the parties has been and shall hereafter be free from any
26 interference, authority or control by the other. Each of the parties may, in every respect
27 without and free from any control, restraint or interference, direct or indirect, by the other
28 party, carry on and engage in any employment, business or trade which to such party

1 shall seem advisable for such party's sole and separate use and benefit; dispose of any
2 property which was acquired pursuant to this Stipulated Judgment; and conduct and carry
3 on such party's personal and business affairs in such manner as to such party may seem
4 necessary or advisable for such party's own sole and separate use, benefit and
5 enjoyment, as fully and effectively as though each was single and unmarried, and had
6 never been married, except only as expressly provided herein.

7

8 **II. MUTUAL WAIVER OF SPOUSAL SUPPORT**

9 A. Petitioner forever absolutely waives any and all rights which she may have
10 to seek or receive temporary or permanent spousal support from Respondent, and
11 Respondent forever absolutely waives any and all rights which he may have to seek or
12 receive temporary or permanent spousal support from Petitioner. No Court shall ever
13 obtain or retain jurisdiction to award any temporary or permanent spousal support to
14 either Petitioner or Respondent from the other party. No Court shall ever have the power
15 to order spousal support payable by Petitioner to Respondent or by Respondent to
16 Petitioner. Petitioner and Respondent expressly recognize that she/he are precluded
17 from making any claim for temporary or permanent spousal support, and that this waiver
18 may result in hardship to her/him at some time in the future. This Stipulated Judgment
19 forever terminates the right of Petitioner and the right of Respondent to ask for temporary
20 or permanent spousal support, the power and/or jurisdiction of any Court to order
21 temporary or permanent spousal support for Petitioner or Respondent, and Petitioner's
22 or Respondent's right to claim or receive temporary or permanent spousal support.

23 B. Each party understands that the Court is required to consider all of the
24 factors set forth in Family Code §4320 in making a spousal support award, such as the
25 need for spousal support, the ability to pay spousal support, any history of domestic
26 violence, any hardships, any tax consequences, and other relevant factors. Each party
27 further understands that she/he has the right to a hearing on the issue of spousal support,
28 to present evidence and argument to the Court concerning her/his request for spousal

1 support, or opposition thereto, and that the Court is required, on request, to issue a
2 Statement of Decision. Each party further understands that she/he has the right to appeal
3 any decision by the Court concerning spousal support. However, by signing this
4 Stipulated Judgment, each party is knowingly and voluntarily waiving: (1) the right to have
5 the Court consider the Family Code §4320 factors; (2) the right to an evidentiary hearing;
6 (3) the right to a Statement of Decision; and (4) the right to appeal.

7 C. Each party understands that there may be significant changes in either
8 party's income, health, or other circumstances in the future which could otherwise result
9 in consideration of spousal support to either party. Each party understands that spousal
10 support awards may be modified by the Court upon a showing of a material change of
11 circumstances. However, by signing this Stipulated Judgment, each party is waiving the
12 right to seek spousal support from either party at any time in the future and is waiving the
13 right to request that the Court modify this Stipulated Judgment and/or rescind or invalidate
14 the spousal support waiver, regardless of any change of circumstances. The Parties
15 agree that no Court shall have the power to modify the amount, duration, or other
16 conditions relating to the absolute waiver of spousal support set forth in this Stipulated
17 Judgment.

18 D. The parties intend to and shall comply with the provisions of Family Code
19 §3591(c), which states that a written agreement specifically providing that spousal
20 support may not be revoked or modified, is not in itself subject to modification or
21 termination.

22 E. Each party understands that the Court is required to retain jurisdiction to
23 award spousal support to either party indefinitely where the marriage is of long duration.
24 A marriage is presumed to be of "long duration" if it lasted over ten (10) years, measured
25 from the date of marriage to the date of separation. Each party understands that the
26 Court also has the power to retain jurisdiction to award spousal support where the
27 marriage lasted less than ten (10) years. However, by signing this Stipulated Judgment,
28 pursuant to Family Code §4336(a), the Parties agree, and based on their agreement the

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1 Court so orders, that no Court shall have or retain jurisdiction to order spousal support for
2 either Petitioner or Respondent, now or ever, and that the Court's jurisdiction or ability to
3 award spousal support to either party shall terminate upon the entry of this Stipulated
4 Judgment. The Parties agree that the absolute termination of the Court's jurisdiction shall
5 occur immediately upon entry of this Stipulated Judgment and that no Court shall have
6 the power to reinstate its jurisdiction over spousal support, regardless of whether or when
7 a party brings a motion to do so, and irrespective of any change in economic or other
8 circumstances of either party.

9 F. Each party acknowledges and represents to the other that she/he has the
10 ability to support herself/himself independently and that her/his waiver of spousal support
11 is not unconscionable and based on said agreement the Court so finds.

12 G. Each party acknowledges and represents to the other that in exchange for
13 their waiver of their right to request and receive spousal support from the other and to
14 have the Court not retain jurisdiction over the issue of spousal support, each party has
15 received fair and reasonable consideration. With respect to Petitioner's waiver of spousal
16 support and in exchange for Petitioner's right to receive spousal support from
17 Respondent, the parties agree that Respondent shall pay Petitioner a buy-out amount of
18 spousal support in the sum of Two Hundred and Forty-Five Thousand Two Hundred and
19 Fifty Dollars (\$245,250) in partial or full satisfaction of Respondent's current and future
20 spousal support obligations which would otherwise be contained in a stipulated Domestic
21 Support Order for spousal support, as referenced in Paragraphs III.C.7 and X, below.

22 H. Petitioner and Respondent have carefully bargained concerning all issues
23 relating to spousal support, and whether jurisdiction over spousal support should be
24 reserved for Petitioner and/or Respondent. The respective waivers of spousal support
25 specified herein are absolute and this Stipulated Judgment cuts off forever the right of
26 Petitioner or Respondent at any time and for any reason, including hardship, to receive
27 spousal support from the other. The provisions herein are intended to comply with the
28 requirements of *In re Marriage of Vomacka* (1984) 36 Cal.3d 459, *In re Marriage of Brown*

1 (1995) 35 Cal.App.4th 785 and *In re Marriage of Iberti* (1997) 55 Cal.App.4th 1434. This
2 Stipulated Judgment constitutes a clear statement that no Court shall have any power,
3 jurisdiction, or authority to modify or extend the termination of spousal support either to
4 Petitioner or Respondent.

5 I. The Court finds that each party has expressly and forever waived and
6 released any and all rights and claims against the other party for past, present, and future
7 spousal support.

8 J. Petitioner and Respondent each understand that the provisions of this
9 Stipulated Judgment regarding termination of the Court's jurisdiction over spousal support
10 are not to be modified at any time for any reason and that neither party may set this
11 spousal support waiver aside at any later date for any reason.

12 K. Having consulted with experienced, competent counsel, and with
13 knowledge of her/his rights and the legal effect of their waiver, Petitioner and Respondent
14 each understands that she/he assumes the risk of a change in her/his financial and health
15 circumstances in the future, that the Court does not retain jurisdiction over spousal
16 support, and that she/he shall not be able to later seek spousal support from either party,
17 for any reason whatsoever.

18 L. Petitioner and Respondent each acknowledges that the termination of the
19 Court's jurisdiction to award spousal support as set forth herein is an integral and material
20 part of the Parties' settlement and that Petitioner and Respondent would not have entered
21 into this Stipulated Judgment but for the provisions set forth in this Paragraph II.

22 M. Each party has, individually, consulted with her or his independent legal
23 counsel concerning the legal significance and effect of this spousal support waiver
24 provision. Petitioner and Respondent each acknowledge that each has had the
25 opportunity to individually consult with their legal counsel concerning the irrevocable and
26 nonmodifiable nature of the waiver of spousal support provided for herein, and each fully
27 understands that no change of any circumstances or any other event shall permit or allow
28

1 either party to seek spousal support from the other party. The termination of spousal
2 support herein is absolute and understood to be the waiver of a potentially valuable right.

3 N. Retroactive Spousal Support Payments. Both Parties waive any claims for
4 underpayment or overpayment of retroactive *pendente lite* spousal support for the period
5 from the date of separation through entry of Judgment.

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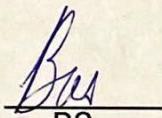
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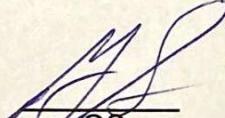
BY INITIALIZING BELOW, EACH PARTY SPECIFICALLY
ACKNOWLEDGES THAT SHE OR HE RESPECTIVELY HAS
CAREFULLY READ PARAGRAPH II OF THIS STIPULATED
JUDGMENT, HAS DISCUSSED THE WAIVER OF SPOUSAL SUPPORT
WITH HER OR HIS RESPECTIVE COUNSEL, AND HAS ELECTED TO
PROCEED WITH THIS WAIVER EFFECTIVE IMMEDIATELY.

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III. DIVISION OF ASSET AND DEBTS

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A. Each party each hereby stipulates and agrees that disputed claims have existed between the parties as to what constitutes their community property, quasi-community property, and separate property, and that each of the parties has made conflicting claims regarding their property rights. The parties each hereby stipulate and agree that Petitioner and Respondent, respectively, have settled and adjusted their respective community property, quasi-community property, and separate property rights and claims, including the assumption of certain obligations, to effect a division thereof in a manner by which they intend to accomplish, and hereby expressly agree that such division does constitute, a fair, just, equitable, substantially equal and mutually satisfactory division of their community property and quasi-community property. The assets received by each party in said division, together with all rents, issues and profits thereof payable thereafter (without any apportionment), and all accretions and increases

1 therein, and all liabilities arising therefrom, are ordered to be and remain the recipient's
2 separate property or liability, respectively.

3 B. Each party hereby stipulates and agrees that the parties have previously
4 distributed or are in the process of distributing to each other their community property and
5 quasi-community property, as well as their respective separate property, and that each
6 party represents and warrants that there is no known community property or quasi-
7 community property subject to disposition in any proceeding for dissolution of marriage
8 or otherwise, except as set forth herein.

9 C. Property Awarded to Petitioner. In division of the parties' respective
10 separate property, community property, and quasi-community property, to the full extent
11 that there is any community property and/or separate property interest or claimed
12 community property and/or separate property interest in or to the following, Petitioner is
13 awarded and/or confirmed all right, title and interest in and to the following as her sole
14 and separate property:

15 1. All clothing, jewelry, watches, apparel and personal effects
16 historically worn by Petitioner, regardless of when acquired.

17 2. All furnishings, furniture, appliances, tools, artwork, antiques, and
18 other personal property now in Petitioner's possession, custody or control, including all
19 property currently located at the Paige Drive residence, with the exception of the property
20 specifically awarded to Respondent in Paragraph III.D.2, below. The Court shall retain
21 jurisdiction in the event there are any disputes regarding the division of this property.

22 3. All earnings, accumulations, and bank accounts containing same
23 since the parties' date of separation.

24 4. Any and all cash and funds, shares and interests in the name,
25 possession, custody or control of Petitioner in any bank, savings and loan association,
26 credit union, money market account, or other institution, investment or entity, established
27 after the date of separation.

28 5. Any and all real property or personal property, and the proceeds

thereof, acquired by Petitioner before the date of marriage and subsequent to the date of separation, or acquired during marriage by gift or inheritance.

6. Savings and Checking Accounts. Any and all cash and funds, shares and interests in the name, possession, custody or control of Petitioner in any bank, savings and loan association, credit union, money market account, or other institution, investment or entity (and Petitioner shall remove Respondent as a user on such account within thirty (30) days of mutual execution of this Stipulated Judgment) including, but not limited to the following:

- a. Capital One 360 Savings ING Account ending x5767 INO Brooke A Strong;
 - b. Capital One 360 Savings Tutoring Fund ending x7231 INO Brooke A Strong;
 - c. Capital One 360 Savings Property Tax Fund ending x7086 INO George Strong and Brooke A Strong;
 - d. Capital One 360 Savings Home Improvement Fund ending x6932 INO George Strong and Brooke A Strong;
 - e. Capital One 360 Savings Joint Emergency Fund ending x7191 INO George Strong & Brooke A Strong;
 - f. Capital One 360 Savings Joint Travel Savings Acct ending x3150 INO George Strong and Brooke A Strong;
 - g. Capital One 360 Savings Joint Tax Fund ending x1375 INO George Strong and Brooke A Strong;
 - h. Capital One 360 Savings Gift Fund ending x5246 INO George Strong and Brooke A Strong;
 - i. Capital One 360 Savings Joint General Fund ending x5554 INO George Strong and Brooke A Strong;
 - j. Capital One 360 Checking ending x2552 INO Brooke A Strong; and,

1 k. Wells Fargo Everyday Checking ending x2702 INO Brooke
2 Strong.

3 7. Real Property. All right, title, and interest in and to the real property
4 commonly known as 2573 Page Drive, Altadena, California 91001 APN: 5846016027
5 ("Page Drive"), subject to all encumbrances of record, and legally described as:

6
7 The Southerly 40 feet of Lot 15 and the Northerly 20 feet of
8 Lot 14 of Tract No. 7340, in the County of Los Angeles, State
9 of California, as per map recorded in Book 88, Pages 33 of
10 Maps, in the office of the County Recorder of said county.

11 a. Concurrently upon execution of this Stipulated Judgment by
12 the parties, Respondent shall execute and deliver to Petitioner an Interspousal Transfer
13 Deed as to 2573 Page Drive, Altadena, California 91001 which transfers to Petitioner all
14 of Respondent's legal or equitable right, title or interest with respect to Page Drive.

15 b. The Court finds, and the parties acknowledge and agree, that
16 Page Drive has an appraised value of One Million Three Hundred Seventy-Five Thousand
17 Dollars (\$1,375,000) and is subject to a mortgage of approximately Five Hundred and
18 Twenty Thousand Dollars (\$520,000), which Petitioner shall assume as set forth in
19 Paragraph IV.B, below. The Court further finds, and the parties acknowledge and agree,
20 that the award of Page Drive to Petitioner takes into consideration the following:
21 Respondent's buy-out of spousal support as referenced in Paragraph II, above, the
22 equalization of the division of property as referenced in Paragraph X, below, and
23 Petitioner's right of reimbursement pursuant to Family Code §2640 for her separate
24 property contribution in the sum of One Hundred and Eighty-Two Thousand Dollars
25 (\$182,000).

26 c. Petitioner shall be solely responsible for the mortgage on
27 Page Drive, as referenced in Paragraph IV.C, below. Within six (6) months of entry of this
28 Stipulated Judgment, Petitioner shall make reasonable efforts to refinance the mortgage

1 on Page Drive or take Respondent's name off the mortgage. If Petitioner is unable to do
2 so, Petitioner shall sell Page Drive and 100% of the sales proceeds shall be awarded to
3 Petitioner.

4 d. Petitioner shall be solely responsible for any capital gain
5 tax to be reported on her federal and state income tax returns upon the eventual sale of
6 the subject real property.

7 e. Respondent shall vacate Page Drive on or by January 7,
8 2022. In the event Respondent does not vacate Page Drive on or by January 7, 2022,
9 Petitioner shall be entitled to apply for and be granted an immediate *ex parte* order for
10 exclusive use and possession of the residence and to exclude Respondent from the
11 residence.

12 8. All right, title and interest in CalStrs Retirement Plan INO Brooke
13 Strong.

14 D. Property Awarded to Respondent. In division of the parties' respective
15 separate property, community property, and quasi-community property, to the full extent
16 that there is any community property and/or separate property interest or claimed
17 community property and/or separate property interest in or to the following, Respondent
18 is awarded and/or confirmed all right, title and interest in and to the following as his sole
19 and separate property:

20 1. All clothing, jewelry, watches, apparel, and personal effects
21 historically worn by Respondent, regardless of when acquired.

22 2. All furnishings, furniture, appliances, tools, artwork, antiques, and
23 other personal property now in Respondent's possession, custody or control, and the
24 following items located at the Page Drive residence: stereo equipment, shelving,
25 speakers (4); wooden bar; grill; flat screen TVs in the master bedroom and family room;
26 large white L-shaped desk; computer towers (2) and monitors; and swivel chairs in the
27 office. In addition, the parties acknowledge that they have agreed in writing with respect
28

to additional items that are awarded to Respondent. The Court shall retain jurisdiction in the event there are any disputes regarding the division of this property.

3. All earnings, accumulations, and bank accounts containing same since the parties' date of separation.

4. Any and all cash and funds, shares and interests in the name, possession, custody or control of Respondent in any bank, savings and loan association, credit union, money market account, or other institution, investment or entity, established after the date of separation.

5. Any and all personal property, and the proceeds thereof, acquired by Respondent before the date of marriage and subsequent to the date of separation, or acquired during the marriage by gift or inheritance.

6. Savings and Checking Accounts. Any and all cash and funds, shares and interests in the name, possession, custody or control of Respondent in any bank, savings and loan association, credit union, money market account, or other institution, investment or entity (and Respondent shall remove Petitioner as a user on such account within thirty (30) days of mutual execution of this Stipulated Judgment) including, but not limited to the following:

- a. Capital One 360 Savings Joint Emergency Fund ending x7351 INO George Strong;
 - b. Capital One 360 Savings Retirement Funds ending x7198 INO George Strong;
 - c. Capital One 360 Savings Car Fund ending x6138 INO George Strong;
 - d. Capital One 360 Savings ending x4734 INO George Strong;
 - e. Capital One 360 Money Market ending x4004 INO George Strong;
 - f. Capital One 360 Money Market ending x4385 INO George Strong and Brooke A Strong;

- 1 g. Capital One 360 Performance Savings ending x1781 INO
2 George Strong;
- 3 h. Capital One Kids Savings Account ending x1019 INO George
4 Strong and Emma Strong;
- 5 i. Capital One Roth IRA Savings ending x3337 INO George
6 Strong;
- 7 j. Capital One 360 Checking ending x5938 INO George Strong
8 and Brooke A Strong;
- 9 k. Capital One 360 Checking ending x7899 INO George Strong;
10 and,
- 11 l. Capital One 360 Checking ending x4998 INO George Strong
12 and Brooke A Strong.

13 7. Business Interest. All right, title, shares, ownership interest, and all
14 assets, including, but not limited to, equipment, furniture and furnishings, accounts,
15 accounts receivable, intellectual property, royalties, profits, tangible assets, income,
16 future income, goodwill, and all debts, obligations and liabilities thereof (which
17 Respondent shall indemnify and hold Petitioner harmless therefrom) related to Strong
18 Wealth Management. Respondent is ordered to indemnify and hold Petitioner harmless
19 from any form of liability, claim, damages, loss, cost or expense, including attorney's fees
20 and costs, in connection with any and all debts, obligations, and liabilities arising out of
21 any and all claims involving and/or filed against Strong Wealth Management. The claims
22 include, but are not limited to, the arbitration involving David Vosicher, the claims of
23 Robert Hunt, the claims of Michael Horner and Thomas Horner, as co-trustees of the
24 Horner Family Trust, and any other claims against Respondent and/or Strong Wealth
25 Management with respect to former and/or current clients through entry of this Stipulated
26 Judgment.

27 8. Retirement Plans. All right, title, and interest in the following
28 Individual Retirement Accounts (IRA's):

- 1 a. Strong Wealth Management Rollover IRA ending x2908 INO
2 Brooke A Strong (Interactive Brokers LLC Custodian);
3 b. Strong Wealth Management Roth IRA ending x4026 INO
4 Brooke A Strong (Interactive Brokers LLC Custodian);
5 c. Strong Wealth Management SEP IRA ending x4525 INO
6 Brooke A Strong (Interactive Brokers LLC Custodian);
7 d. Strong Wealth Management Roth IRA ending x2001 INO
8 George G Strong III (Interactive Brokers LLC Custodian);
9 e. Strong Wealth Management SEP IRA ending x5067 INO
10 George G Strong III (Interactive Brokers LLC Custodian);
11 f. Strong Wealth Management SEP IRA (Roth IRA Conversion)
12 ending x5424 INO George G Strong III (Interactive Brokers
13 LLC Custodian); and,
14 g. Vanguard Roth IRA ending x0491 INO George G. Strong III.
15 9. All right, title, and interest in Coinbase Account INO Respondent.
16 10. All right, title, and interest in Robinhood Account ending x8672 INO
17 Respondent.
18 11. All right, title, and interest in BlockFi Account ending x0c7a INO
19 Respondent.
20 12. All right, title, and interest in Gemini Account in the name of
21 Respondent.
22 13. All right, title, and interest in Strong Wealth Management Taxable
23 Brokerage ending x2483 INO George Gordon Strong III.
24 14. All right, title, and interest in 1993 BMW E34 M-5.
25 15. All right, title, and interest in 2011 BMW 7 Series 750li.
26 E. Except as expressly set forth herein, any and all income, earnings, or other
27 property received or acquired by either party on or after the date of separation of the
28

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1 parties, and the proceeds therefrom, are confirmed as the sole and separate property of
2 the receiving or acquiring party.

3 F. Petitioner and Respondent are ordered to cooperate in every manner to
4 assist the other to secure any and all social security benefits to which that party may be
5 entitled by reason of any past, present or future employment, or to which that party may
6 be entitled by reason of marriage to Petitioner or Respondent herein. Any and all Social
7 Security benefits to which Petitioner and/or Respondent may be entitled are confirmed to
8 the respective party as such party's sole and separate property.

9 G. Except as otherwise provided herein, all property awarded, distributed or
10 confirmed pursuant to this Stipulated Judgment, together with all rents, issues and profits
11 thereof payable thereafter (without any apportionment), all accretions and increases
12 therein, and all liabilities arising therefrom, is ordered to be and remain the recipient's
13 separate property or liability, respectively, on the date of this Stipulated Judgment. Each
14 party is ordered to deliver to the party to whom property is awarded, distributed or
15 confirmed any and all documents and instruments necessary to effectuate transfer of title.
16 Each party is ordered to execute reasonable and customary documents in this regard
17 promptly upon presentation. Each party is ordered to deliver to the other party forthwith
18 all assets in her and his possession, custody or control which are awarded to the other
19 party pursuant to this Stipulated Judgment.

20 H. Except as otherwise provided herein, the party receiving specific property
21 under this Stipulated Judgment is entitled to, and the other party is ordered to transfer
22 and assign to such party, all right, title and interest in and to whatever insurance exists
23 with respect to such property, and the benefits, if any, with respect to the premiums
24 previously paid on account of such insurance. The party receiving such property and the
25 insurance applicable thereto is ordered to be solely responsible for the payment of all
26 premiums after the date of this Stipulated Judgment that are due in connection with such
27 insurance policy if that party shall decide, in that party's sole discretion, to maintain that
28 policy.

1 I. Minor Children's 529 Plans. The parties acknowledge and agree that the
2 parties shall transfer management of the 529 plans/UBTM accounts for the benefit of the
3 Minor Children to Respondent's father, George Gordon Strong II. The accounts are:
4 Strong Wealth Management UTMA Custodial ending x3350 INO Charlotte Strong
5 (George Strong Custodian Under CA UTMA), Strong Wealth Management UTMA
6 Custodial ending x3385 INO Madeleine Strong (George Strong Custodian Under CA
7 UTMA), and Vanguard Individual Brokerage ending x3265 INO George G. Strong III. Said
8 funds shall be used for the education of the Minor Children. No withdrawals may be made
9 without mutual written consent of the parties. The parties shall be provided with quarterly
10 statements with respect to each account.

11 J. The Court finds that the division of assets and liabilities identified above is
12 a fair and reasonable exchange of value between Petitioner and Respondent.

13 K. The Court further finds that Respondent holds no legal or equitable interest
14 in Page Drive nor any other asset awarded to Petitioner as her sole and separate property
15 under this Stipulated Judgment. The Court further finds that Petitioner holds no legal or
16 equitable interest in any asset awarded to Respondent as his sole and separate property
17 under this Stipulated Judgment.

18

19 **IV. DEBTS AND OBLIGATIONS**

20 A. Except as otherwise provided herein, each party is ordered to assume and
21 pay as and when due the encumbrances and liens on any and all of the property awarded,
22 confirmed or transferred to such party herein. Each party receiving an asset subject to
23 an encumbrance or lien is ordered to indemnify and hold the other party harmless from
24 any form of liability, claim, loss, cost or expense, including attorney's fees and costs, in
25 connection therewith.

26 B. Petitioner is ordered to assume and pay Lakeview Mortgage ending x3949
27 INO George G. Strong and Brooke A. Strong.

28 C. As part of the division of community property and liabilities, and in

1 consideration of Petitioner's claims regarding Respondent's breach of fiduciary duty
2 under Family Code §§721 and 1100 *et seq.*, Respondent is ordered to assume and pay
3 the following debts, obligations and liabilities, and to indemnify and hold Petitioner
4 harmless therefrom:

- 5 1. Comenity Bank J. Crew credit card INO Petitioner;
- 6 2. TD Bank USA Nordstrom credit card ending 1786 INO Petitioner;
- 7 3. Synchrony Bank Old Navy credit card ending x6693 INO Petitioner;
- 8 4. Citi Aadvantage Gold credit card ending x4024 INO Petitioner;
- 9 5. Citi Simplicity credit card ending x1199 INO Petitioner;
- 10 6. Bank of America credit card ending x3157 INO Petitioner;
- 11 7. Chase credit card ending x9989 INO Respondent;
- 12 8. Chase Sapphire credit card ending x2916 INO Respondent;
- 13 9. Chase Amazon Prime credit card ending x4888 INO Respondent;
- 14 10. Citi Aadvantage credit card ending x6864 INO Respondent;
- 15 11. Citi Double Cash credit card ending x7543 INO Respondent;
- 16 12. Citi Premier credit card ending x3276 INO Respondent;
- 17 13. American Express Platinum credit card ending x1002 INO
18 Respondent;
- 19 14. Discover It credit card ending x0897 INO Respondent;
- 20 15. Discover It Chrome credit card ending x4374 INO Respondent;
- 21 16. US Bank Platinum Visa credit card ending x5170 INO
22 Respondent;
- 23 17. US Bank Cash+ Visa credit card ending x6812 INO Respondent;
- 24 18. Barclay's Bank Luxury MC credit card ending x4947 INO
25 Respondent;
- 26 19. USAA Savings Bank Visa credit card ending x3108 INO Respondent;
- 27 20. USAA Savings Bank Visa Signature x3108 INO Respondent;
- 28 21. Bank of America credit card ending x6361 INO Respondent;

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- 1 22. Merrill credit card ending x6739 INO Respondent;
- 2 23. Citi Costco Anywhere Visa credit cards ending x5967 INO Petitioner
- 3 and x9466 INO Respondent;
- 4 24. American Express Blue Cash credit cards ending x2016 INO
- 5 Petitioner and x3006 INO Respondent;
- 6 25. American Express Gold credit cards ending x2018 INO Petitioner
- 7 and x2000 INO Respondent;
- 8 26. Chase Ink credit card ending x0748 INO Petitioner and Strong
- 9 Wealth Management;
- 10 27. Chase Ink credit card ending x8581 INO Respondent and Strong
- 11 Wealth Management;
- 12 28. American Express SimplyCash credit card ending x1005 INO
- 13 Respondent and Strong Wealth Management;
- 14 29. American Express Blue credit card ending x1009 INO Respondent
- 15 and Strong Wealth Management;
- 16 30. American Express Amazon credit card ending x1002 INO
- 17 Respondent and Strong Wealth Management;
- 18 31. American Express Blue Plus credit card ending x1007 INO
- 19 Respondent and Strong Wealth Management;
- 20 32. US Bank credit card ending x3661 INO Respondent and Strong
- 21 Wealth Management;
- 22 33. Bank of America Business Advantage credit card ending x6989 INO
- 23 Strong Wealth Management and x3803 INO Respondent;
- 24 34. Citi Costco Anywhere Visa credit card ending x5697 INO Strong
- 25 Wealth Management and x5705 INO Respondent; and,
- 26 35. Any other credit cards in the name of Respondent, Strong Wealth
- 27 Management, and/or Petitioner (obtained without her knowledge or consent) not
- 28 otherwise referenced in this Paragraph IV.C.

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1 D. Except as otherwise expressly provided herein, each party is ordered to
2 assume and pay any and all debts, obligations, and liabilities incurred by such respective
3 party, and to indemnify and hold the other party harmless therefrom.

4 E. Petitioner and Respondent are each respectively ordered to indemnify and
5 hold the other harmless from any form of liability, claim, loss, cost or expense, including
6 attorney's fees and costs, in connection with any and all such debts, obligations and
7 liabilities assigned to such party pursuant to this Stipulated Judgment, including but not
8 limited to, the credit card debts assigned to Respondent in Paragraph IV.C, above.

9 F. The Court finds that Petitioner and Respondent each represent and warrant
10 that such party had and has no interest in or claim to any community property or quasi-
11 community property, or any separate property in which there is a community property or
12 quasi-community property interest, that has not been disclosed to the other party and
13 distributed or confirmed pursuant to this Stipulated Judgment.

14 G. The Court finds that Petitioner and Respondent each represent and warrant
15 that such party has not made, without the express and actual knowledge of the other, any
16 gift or transfer of community property or quasi-community property within the past five (5)
17 years for less than full and adequate consideration.

18

19 **V. SUBSEQUENTLY DISCOVERED ASSETS**

20 In the event that additional assets of a community property or quasi-community
21 property nature are subsequently discovered, the existence of which was in good faith
22 unknown or forgotten by the parties, such assets shall be divided equally between the
23 parties. In the event that it is subsequently discovered that either party held community
24 property or quasi-community property or made a transfer or gift of such property contrary
25 to the representations or warranties of the parties, the warrantor is ordered to immediately
26 transfer or pay to the warrantee, at the warrantee's election in the warrantee's sole and
27 unrestricted discretion, one of the following:

28 A. One-half of the amount of the property, in kind, if it is reasonably susceptible

1 to division and is in the warrantor's possession;

2 B. One-half of the full fair market value of the property as of the date the Court
3 signs this Stipulated Judgment, less one-half of the encumbrances thereon existing as of
4 the date of separation;

5 C. One-half of the full fair market value of the property at the time the warrantee
6 discovers the warrantor's ownership of the property or making of the gift, less one-half of
7 the encumbrances thereon existing as of the date of separation; or,

8 D. One-half of the full fair market value of the property on the date of the Court
9 determination that the warrantee is entitled to compensation for the warrantee's interest,
10 less one-half of the encumbrances thereon existing as of the date of separation.

11
12 **VI. COURT JURISDICTION**

13 A. The Court retains jurisdiction to divide any subsequently discovered
14 property pursuant to the terms, conditions and provisions of this Stipulated Judgment.

15 B. The provisions of this Stipulated Judgment shall not impair either party's
16 right to seek in a court of competent jurisdiction any other remedy arising out of the
17 aforesaid undisclosed ownership or gift including, but not limited to, the right to punitive
18 damages and attorney's fees and costs.

19
20 **VII. WAIVER OF CLAIMS**

21 Except as otherwise set forth herein, the Court finds that the parties hereby
22 stipulate and agree that Petitioner and Respondent each waive any and all rights and
23 claims against the other for reimbursement, credit, and offset including, but not limited to,
24 the following:

25 A. All claims and rights to reimbursement pursuant to *In re Marriage of Epstein*
26 (1979) 24 Cal.3d 76, 154 Cal.Rptr. 413, including, but not limited to, credits or
27 reimbursement as a result of the payment of community obligations since the date of
28 separation.

1 B. All claims and rights to credit pursuant to *In re Marriage of Watts* (1985) 171
2 Cal.App.3d 366, 217 Cal.Rptr. 301, including, but not limited to, credits or reimbursement
3 as a result of the use of community assets since the date of separation.

4 C. All claims and rights to reimbursement and/or credit pursuant to *In re*
5 *Marriage of Jeffries* (1991) 228 Cal.App.3d 548, 278 Cal.Rptr. 830.

6 D. Except as set forth herein with respect to Petitioner's right of reimbursement
7 for her separate property contribution to the down payment on Page Drive, as referenced
8 in Paragraphs III.C.7, above, and X, below, all claims and rights to reimbursement
9 pursuant to Family Code §2640 or otherwise, for separate property contributed to the
10 acquisition of maintenance of community property.

11 E. All claims and rights to reimbursement from the other party or from the
12 community regarding loans or payments made to or on behalf of the parties and/or the
13 community estate prior to or subsequent to the date of separation through the entry of
14 this Stipulated Judgment including, but not limited to, payment of mortgage payments,
15 property taxes and/or insurance, medical/dental reimbursements, and otherwise.

16

17 **VIII. DECLARATIONS OF DISCLOSURE**

18 The Court finds that each of the parties has represented and warranted that prior
19 to executing this Stipulated Judgment, they have exchanged Preliminary Declarations of
20 Disclosure. Petitioner served her Preliminary Declaration of Disclosure on August 3,
21 2021. Respondent served his Preliminary Declaration of Disclosure on October 12, 2021.
22 Each party is satisfied with the sufficiency of the other party's Preliminary Declaration of
23 Disclosure. The parties stipulate to waive the exchange of their respective Final
24 Declarations of Disclosure, and shall each execute and file Stipulation and Waiver of Final
25 Declaration of Disclosure (FL-144) concurrently with the filing of this Stipulated Judgment.

26

27 **IX. RECIPROCAL WAIVER OF INHERITANCE**

28 A. The Court finds that each party has effectively and knowingly waived,

1 released, and relinquished any and all rights under and pursuant to Probate Code
2 §§141(a)(1) through (10), including:

3 1. Property that would pass from the decedent by intestate succession.
4 2. Property that would pass from the decedent by testamentary
5 disposition in a will executed before the waiver.

6 3. A probate homestead.
7 4. The right to have exempt property set aside.
8 5. Family allowance.
9 6. The right to have an estate set aside under Chapter 6 (commencing
10 with §6600) of Part 3 of Division 6 of the Probate Code.

11 7. The right to elect to take community or quasi-community property
12 against the decedent's will.

13 8. The right to take the statutory share of an omitted spouse.
14 9. The right to be appointed as the personal representative of the
15 decedent's estate.

16 10. An interest in property that is the subject of a non-probate transfer
17 on death under Part 1 (commencing with §5000) of Division 5 of the Probate Code.

18 B. This Paragraph IX is intended to comply with the provisions of Probate Code
19 §§142, 143, and 144.

20 C. Petitioner may designate a party other than Respondent as the beneficiary
21 of any Individual Retirement Account maintained by Petitioner.

22 D. Respondent may designate a party other than Petitioner as the beneficiary
23 of any Individual Retirement Account maintained by Respondent.

24 E. Pursuant to Probate Code §141(b), the Court finds that each party has
25 waived and relinquished any and all rights to property that would pass to such party upon
26 the death of the other party under a joint tenancy, a Totten-trust account, or a pay-on-
27 death account created before the date of this Stipulated Judgment.

28 F. Each party has released, waived and relinquished any and all right to any

1 of the following which she or he may have upon the death of the other party under the
2 laws of the state or county in which either party dies, owns property, or is a resident or
3 citizen (if other than the State of California):

4 1. A share of the decedent's separate property, quasi-community
5 property (if any), and marital property as determined under the laws of such jurisdiction;
6 and,

7 2. Right to a family allowance, probate homestead, dower, or its
8 statutory equivalent, or any other statutory share of a surviving spouse provided under
9 the laws of such jurisdiction.

10

11 X. **EQUALIZING PAYMENT**

12 A. To equalize the stipulated division of assets and liabilities identified in
13 Paragraph III, above, Respondent would be entitled to receive one-half of the net equity
14 of Two Hundred and Forty-Five Thousand Two Hundred and Fifty Dollars (\$245,250) in
15 Page Drive, comprised of the stipulated division of assets and liabilities identified above
16 in Paragraph III. Further, due to the length of the marriage and in partial or full satisfaction
17 of Respondent's current and future spousal support obligations which would otherwise be
18 contained in a stipulated Domestic Support Order for spousal support, the parties have
19 agreed to a buy-out of spousal support payable by Respondent to Petitioner in the sum
20 of Two Hundred and Forty-Five Thousand Two Hundred and Fifty Dollars (\$245,250).
21 While Petitioner believes the buy-out should be higher than this sum, as a compromise
22 she will accept same. Accordingly, no additional equalizing payment is due Respondent
23 to Petitioner, or from Petitioner to Respondent. Concurrently upon execution of this
24 Stipulated Judgment by the parties, Respondent shall deliver to Petitioner an Interspousal
25 Transfer Deed which transfers to Petitioner all of Respondent's legal or equitable right,
26 title or interest with respect to Page Drive.

27 B. The foregoing equalizing payment is incident to divorce within the meaning
28 of Internal Revenue Code §1041 and is not includable by Petitioner as income for federal

1 and state income tax purposes and is not deductible by Respondent from income for
2 federal and state income tax purposes.
3

4 **XI. ATTORNEY'S FEES**

5 Petitioner and Respondent shall each pay, indemnify, and hold the other harmless
6 on account of her or his attorney's and forensic accounting fees and costs.
7

8 **XII. CHILD SUPPORT**

9 The Court reserves jurisdiction with respect to child support for the Minor Children.
10

11 **XIII. CHILD CUSTODY**

12 A. Jurisdiction.

13 1. Petitioner and Respondent have three minor children, Charlotte
14 (born November 28, 2010, age 11), Madeleine (born November 14, 2012, age 9), and
15 Emma (born August 18, 2017, age 4) (collectively the "Minor Children").
16

17 2. Pursuant to Family Code § 3048, the Court's exercise of jurisdiction
and other factors, are as follows:

18 a. This Court has jurisdiction to make child custody orders in this
19 case under Child Custody Jurisdiction and Enforcement Act
20 (part 3 of the California Family Code commencing with §
21 3400);

22 b. The Minor Children are subject to the jurisdiction of the State
23 of California, Los Angeles Superior Court pursuant to Family
24 Code § 3048(a)(1) because the Minor Children and the parties
25 reside in Los Angeles County.

26 c. Each Party was given notice and opportunity to be heard as
27 provided by the laws of the State of California. As required by
28 Family Code § 3048(a)(2), the Court finds that these were

properly given.

- d. As required by Family Code § 3048(a)(3), the description of the parties' custody and visitation rights are found in this Stipulation and Order.
 - e. As required by Family Code § 3048(a)(4), the Court finds that each Party has been informed that violations of this Stipulation and Order may subject the violator to civil or criminal penalties, or both.
 - f. As required by Family Code § 3048(a)(5), the Court finds that the Minor Children are habitual residents of the State of California and of the United States of America, based on the evidence presented in the terms and provisions of this Stipulation and Order.

B. Legal Custody.

1. The parties shall share joint legal custody of the Minor Children. In exercising joint legal custody, the parties will share in the responsibility and confer in good faith on matters concerning the health, education, and welfare of the Minor Children including, but not limited to:

- a. Enrollment or termination of attendance in any public or private school, or daycare center;
 - b. Participation in regularly occurring extra-curricular activities;
 - c. Selection of a doctor, dentist, or other health professional (except in emergency situations), and non-emergency medical, dental and orthodontic treatment, other than routine checkups;
 - d. Participation in mental health counseling, therapy or treatment;
 - e. Participation in particular religious activities or institutions;

1 f. Out-of-country or out-of-state travel;
2 g. Issuance of a driver's permit and/or driver's license; and
3 h. Issuance and/or renewal of a passport.

4 2. In all other matters in exercising joint legal custody, the parties may
5 act alone as long as the action does not conflict with any orders concerning the physical
6 custody of the Minor Children.

7 3. Each party shall advise all schools and health care providers of the
8 name, address, and telephone numbers of the other party in any registration, enrollment,
9 emergency notification or other form in which family information is requested and each
10 party shall have access to the Minor Children's records.

11 4. Each party shall provide the other, within forty-eight hours (48) hours
12 of receiving same, with copies of all schedules of school and extracurricular activities,
13 school report cards, progress and special reports, medical reports and health care
14 instructions regarding the Minor Children.

15 5. Each party shall advise the other, no less than forty-eight (48) hours
16 prior thereto, of all school and extra-curricular activities for the Minor Children in which
17 parents are invited or allowed to observe or participate.

18 6. Each party shall advise the other, as soon as reasonably practicable
19 prior thereto, of any medical, dental, or mental health care treatment or evaluation for the
20 Minor Children, including the name and address of the provider of such services.

21 7. In emergency situations, either party may authorize necessary health
22 care treatments and procedures for the Minor Children and such party shall notify the
23 other thereof as soon as reasonably possible.

24 C. Physical Custody and Visitation. The Court reserves jurisdiction with
25 respect to physical custody and visitation with the Minor Children.

27 **XIV. ADVICE OF COUNSEL**

28 A. The Court finds that Petitioner acknowledges that she has been

1 represented in connection with this Stipulated Judgment by Vivian Carrasco Hosp, Esq.
2 of Young, Spiegel & Hosp, LLP. The Court finds that Respondent acknowledges that he
3 has been represented in connection with this Stipulated Judgment by Thomas L.
4 Simpson, Esq. and Tin T. Le, Esq. of Feinberg, Mindel, Brandt & Klein.

5 B. Each party acknowledges and agrees that she/he has read this Stipulated
6 Judgment and had ample opportunity to have it fully explained to her or him by
7 independent counsel. Each party acknowledges that the provisions of this Stipulated
8 Judgment are reasonable compromises of matters which are capable of good faith
9 dispute. Each party represents and warrants that this Stipulated Judgment was entered
10 into freely and voluntarily by each of them, and that each party has independently
11 ascertained and weighed all of the facts, contentions and circumstances likely to influence
12 her or his judgment herein. Each party represents and warrants that she/he was not acting
13 under menace, duress, fraud or undue influence of any kind whatsoever from any person,
14 including the other party hereto or her or his agents in entering into this Stipulated
15 Judgment.

16 C. Petitioner represents and acknowledges that her counsel has not made any
17 representations to her regarding the tax consequences or tax effect of any of the matters
18 set forth herein, and has instead advised her to seek the assistance of an accountant or
19 tax attorney to provide advice as to the tax consequences of this Stipulated Judgment, or
20 any ramifications thereof; and that her counsel has given no recommendation, advice,
21 opinion or statement concerning the tax consequences of this Stipulated Judgment.
22 Respondent represents and acknowledges that his counsel has not made any
23 representations to him regarding the tax consequences or tax effect of any of the matters
24 set forth herein, and has instead advised him to seek the assistance of an accountant or
25 tax attorney to provide advice as to the tax consequences of this Stipulated Judgment, or
26 any ramifications thereof; and that his counsel has given no recommendation, advice,
27 opinion or statement concerning the tax consequences of this Stipulated Judgment.

28 D. Petitioner represents and acknowledges that her counsel has advised her

YOUNG, SPIEGEL & HOSP, LLP.
301 NORTH CANON DRIVE, SUITE 300
BEVERLY HILLS, CALIFORNIA 90210-4724
Telephone: (310) 887-5100

1 of Family Code §2024 advising parties to a dissolution of marriage, nullity of marriage or
2 legal separation to review their wills, insurance policies, retirement benefit plans, credit
3 cards, credit accounts, credit reports, and other matters that they may wish to change.
4 Petitioner further acknowledges that she has been advised to review all property rights
5 and employment benefits that have survivorship or inheritance factors (including, without
6 limitation, life insurance, pension, trusts, jointly held real and personal property, and bank
7 accounts) to ensure that each expresses the present intent of the parties, particularly with
8 respect to title and beneficiary designation. Respondent represents and acknowledges
9 that his counsel has advised him of Family Code §2024 advising parties to a dissolution
10 of marriage to review their wills, insurance policies, retirement benefit plans, credit cards,
11 credit accounts, credit reports, and other matters that they may wish to change.
12 Respondent further acknowledges that he has been advised to review all property rights
13 and employment benefits that have survivorship or inheritance factors (including, without
14 limitation, life insurance, pension, trusts, jointly held real and personal property, and bank
15 accounts) to ensure that each expresses the present intent of the parties, particularly with
16 respect to title and beneficiary designation.

17

18 **XV. TAX RETURNS**

19 A. Except as otherwise provided herein, any and all refunds and liabilities on
20 any federal or state income tax return filed by Petitioner and Respondent jointly are
21 ordered to be shared by them equally.

22 B. Any and all refunds and liabilities on any tax return filed by either Petitioner
23 or Respondent separately are ordered to be the sole and separate asset and liability of
24 the respective filing party. With regard to any such liability, the filing party is ordered to
25 solely assume and pay the entire obligation and liability thereon including, but not limited
26 to, any and all tax, surtax, interest, penalties and assessments.

27 C. Petitioner and Respondent are each respectively ordered to assume all
28 responsibility for, pay, and indemnify and hold the other harmless from, any form of

1 liability, claim, loss, cost or expense, including attorney's fees and costs, in connection
2 with any and all claims against the other by or on behalf of any local, county, state or
3 federal taxing agency or authority for any tax liability including, but not limited to, tax,
4 surtax, interest, penalties and assessments, in excess of the allocation of liability herein
5 provided.

6 D. If either party receives notice of any deficiency assessed or proposed to be
7 assessed with respect to any joint tax return previously filed by the parties, then that party
8 or that party's representative is ordered to notify the other party, and the parties shall
9 cooperate with each other in contesting, opposing, negotiating, and settling such
10 assessment or proposed assessment.

11 E. The Court finds and orders that all of the transfers and payments herein
12 provided constitute a division of the parties' community assets and debts between them
13 incident to divorce within the meaning of Internal Revenue Code §1041, and not a sale
14 or exchange of property. The income tax basis of the community property and quasi-
15 community property divided herein has not changed by reason of said division. The
16 parties are ordered not to seek a new income tax basis for any community property and/or
17 quasi-community property divided herein by reason of said division. If either Petitioner or
18 Respondent seeks a new income tax basis for any community property and/or quasi-
19 community property divided herein by reason of said division, then such party is ordered
20 to indemnify and hold the other harmless from any form of liability, claim, loss, cost or
21 expense, including attorney's fees and costs, in connection therewith including, but not
22 limited to, any and all claims against the other by or on behalf of any local, county, state
23 or federal taxing agency or authority for any tax liability including, but not limited to, tax,
24 surtax, interest, penalties and assessments, in excess of the allocation of liability herein
25 provided.

26

27 **XVI. INDEMNIFICATION AND RELEASE OF LIABILITY**

28 A. Petitioner and Respondent are each ordered not to incur any debt,

1 obligation, or liability as to which the other is or may be liable, other than those expressly
2 made a part of this Stipulated Judgment. Each party is ordered to solely assume and pay
3 any and all debts, obligations, and liabilities incurred by such party after the date of
4 separation, and to indemnify and hold the other harmless from any form of liability, claim,
5 loss, cost or expense, including attorney's fees and costs, in connection with any and all
6 such debts, obligations, and liabilities.

7 B. Petitioner and Respondent each acknowledge that she/he, respectively,
8 has been informed as follows: Although an obligation based upon a contract is assigned
9 to one party as part of the division of the community pursuant to Family Code §2500 et
10 seq., in the event that the party to whom the obligation was assigned defaults on the
11 contract, the creditor may have a cause of action against the party.

12 C. Petitioner and Respondent acknowledge that this Stipulated Judgment
13 between them is not binding on third parties in this regard. In the event that a third party
14 seeks to hold one party liable on any debt, liability or obligation assigned to the other party
15 pursuant to this Stipulated Judgment, then the indebted party is ordered to indemnify and
16 hold the other harmless from any form of liability, claim, loss, cost or expense, including
17 attorney's fees and costs, in connection with any and all such debts, obligations, and
18 liabilities. Further, if a third party or creditor seeks to hold Petitioner liable on any debt,
19 liability, or obligation against Respondent, and/or his business (including as specifically
20 set forth in Paragraph III.D.7, above), Respondent shall indemnify and hold Petitioner
21 harmless from any form of liability, claim, loss, cost or expense, including attorney's fees
22 and costs, in connection with any and all such debts, liabilities, and obligations.

23

24 **XVII. OTHER ORDERS**

25 A. Each party stipulates and agrees that the division of the parties' community
26 property, quasi-community property, and debts, obligations, and liabilities is fair, just and
27 equitable, and represents a substantially equal and mutually satisfactory division of the
28 parties' community and quasi-community property, debts, obligations, and liabilities.

1 B. Except as expressly reserved herein, Petitioner and Respondent
2 specifically intend this Stipulated Judgment to be a final and complete settlement of all of
3 their rights, claims and obligations arising out of their marriage and otherwise including,
4 but expressly not limited to, any and all claims for property, income, reimbursement,
5 credit, offset, allocation, or breach of any duty or obligation whatsoever. Except only as
6 otherwise expressly provided herein, Petitioner and Respondent, respectively, release
7 the other, and the other's heirs, representatives, attorneys, accountants, executors,
8 administrators and assigns, of and from any and all debts, obligations, liabilities, claims,
9 demands, actions and causes of action of every kind, type or nature, without limitation,
10 which either party has or may claim to have against the other.

11 C. With regard to any and all actual and potential debts, obligations, liabilities,
12 representations and warranties set forth in this Stipulated Judgment, Petitioner and
13 Respondent are each respectively ordered to indemnify and hold the other harmless from
14 any form of liability, claim, loss, cost or expense, including attorney's fees and costs, in
15 the event a claim is made against the other in connection therewith.

16 D. If the parties at any time after the date of this Stipulated Judgment reconcile,
17 whether conditionally or unconditionally, or should they cohabit with each other, or from
18 time to time sojourn together, or remarry each other, notwithstanding any such
19 reconciliation, cohabitation, sojourning, or remarriage, this Stipulated Judgment including,
20 but expressly not limited to, all property transfers made or agreed or ordered to be made,
21 payments made or ordered or agreed to be made, and all rights resolved herein, shall
22 remain in full force and effect until modified by another written agreement specifying the
23 fact of reconciliation, cohabitation, sojourning and/or remarriage, and executed by both
24 Petitioner and Respondent.

25 E. This Stipulated Judgment shall be binding on and shall inure to the benefit
26 of the respective legatees, devisees, heirs, executors, administrators, assigns, and
27 successors-in-interest of the parties, respectively.

28 F. If any provision in this Stipulated Judgment is held by a court of competent

1 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall
2 nevertheless continue in full force and effect without being impaired or invalidated in any
3 manner.

4 G. Except as expressly reserved herein, the parties expressly intend that this
5 Stipulated Judgment is a full, complete, and final adjustment of all the rights and claims
6 of the parties, and that the provisions hereof expressly supersede any and all prior
7 agreements between the parties, whether written or oral. This Stipulated Judgment
8 contains the entire agreement and understanding of the parties, and each party expressly
9 acknowledges and agrees that such party is not relying upon any representation,
10 warranty, statement, promise or any other matter which is not expressly set forth in this
11 Stipulated Judgment. No such representation, warranty, statement, promise or any other
12 matter is relevant or material to the execution or interpretation of this Stipulated Judgment
13 unless expressly set forth herein.

14 H. No waiver of any breach or default hereunder shall be deemed a waiver of
15 any subsequent breach or default.

16 I. This Stipulated Judgment has been prepared by the joint efforts of the
17 parties and their respective representatives, if any. This Stipulated Judgment shall be
18 interpreted fairly and simply, and not strictly for or against either of the parties.

19 J. This Stipulated Judgment cannot be altered, amended, modified or
20 terminated except by an instrument in writing executed by both Petitioner and
21 Respondent, and signed by the above-entitled Court.

22 K. This Stipulated Judgment is made and effective in the State of California,
23 and concerns matters and transactions arising and occurring within the State of California.
24 This Stipulated Judgment, as well as its validity, interpretation and enforcement, shall be
25 subject to and governed by the laws of the State of California.

26 L. Any changes in California and/or federal law subsequent to this Stipulated
27 Judgment, whether through legislation, judicial interpretation or otherwise, that
28 acknowledge, find or create additional or different rights and obligations of the parties,

1 shall not affect this Stipulated Judgment. Any and all such additional or different rights
2 and obligations are expressly waived by each of the parties, respectively.

3 M. Each party is ordered to cooperate fully to avoid court appearances and
4 proceedings otherwise unnecessary. Each party is ordered to make, execute and deliver
5 any and all instruments and documents, and to perform any and all other acts, necessary
6 or convenient to carry out the terms or intent of this Stipulated Judgment. If either of the
7 parties fails to execute any instrument or document necessary or convenient to carry out
8 the terms or intent of this Stipulated Judgment, the Court shall appoint the clerk or
9 assistant clerk of the court to execute any and all documents for and on behalf of the party
10 failing or refusing to execute any such document, and/or make such other orders as are
11 necessary or convenient to carry out the terms or intent of this Stipulated Judgment, upon
12 a noticed *ex parte* application to a court of competent jurisdiction.

13 N. The Court reserves jurisdiction over any and all property to be divided
14 pursuant to any provision of this Stipulated Judgment, and over any and all other
15 executory provisions of this Stipulated Judgment.

16 O. Each party stipulates and agrees that: this cause may be tried as an
17 uncontested matter; the parties waive the right to notice of trial, to request a statement of
18 decision, to move for reconsideration or a new trial, and to appeal, and waive the time
19 periods in which any of said rights may be exercised; and stipulate and agree that this
20 matter may be tried by a commissioner sitting as a temporary judge.

21 //

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 P. Mutual General Release. Except as specifically excluded in this Stipulated
2 Judgment, each party has, for herself/himself, after sufficient opportunity to consult with
3 a lawyer about the effect of this Paragraph XVII.P, waived all rights that she/he may now,
4 or hereafter, have under Civil Code §1542, which section reads as follows:
5
6

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
8 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
9 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
10 RELEASE AND THAT, IF KNOWN BY HER OR HIM, WOULD HAVE
11 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
12 DEBTOR OR RELEASED PARTY.**

13 _____
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GS

YOUNG, SPIEGEL & HOSP, LLP.
301 NORTH CANON DRIVE, SUITE 300
BEVERLY HILLS, CALIFORNIA 90210-4724
Telephone: (310) 887-5100

1 This Stipulated Judgment may be executed in counterparts, each of which shall be
2 deemed an original. All such counterparts shall together constitute one and the same
3 Stipulated Judgment, and a facsimile or electronic execution of the same shall be deemed
4 an original and may be filed with the Court.

5

6 **THE FOREGOING IS AGREED TO BY:**

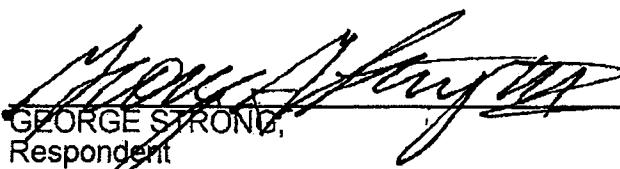
7 1/31/2022
8 Dated: January 22, 2022

DocuSigned by:

Brooke Strong

2BA11462DC104AD
BROOKE STRONG,
Petitioner

10
11 Dated: January 21, 2022
12
13


GEORGE STRONG,
Respondent

14 **APPROVED AS CONFORMING TO PARTIES' AGREEMENT:**

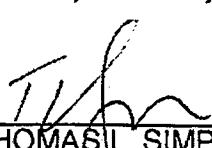
15
16
17 Dated: January 31, 2022

YOUNG, SPIEGEL & HOSP, LLP

By: 
VIVIAN CARRASCO HOSP,
Attorneys for Petitioner
Brooke Strong

21
22 Dated: January 25, 2022

FEINBERG, MINDEL, BRANDT & KLEIN

By: 
THOMAS L. SIMPSON,
Attorneys for Respondent
George G. Strong, III

26 **IT IS SO ORDERED.**

27
28 Dated: March 3, 2022


JUDGE OF THE SUPERIOR COURT
Pro tem
-38- Pursuant to Stipulation and Order

ATTACHMENT TO STIPULATED JUDGMENT

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
9401 Wilshire Boulevard, Ninth Floor, Beverly Hills, California 90212

A true and correct copy of the foregoing document entitled **MICHAEL HORNER AND THOMAS HORNER, AS CO-TRUSTEES OF THE HORNER FAMILY TRUST'S OBJECTION TO DEBTOR'S CHAPTER 13 PLAN; DECLARATION OF SONIA SINGH IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **October 20, 2022**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Kathy A Dockery (TR)
EFiling@LATrustee.com

Sevan Gorginian on behalf of Debtor George Gordon Strong, III
sevan@gorginianlaw.com, 2486@notices.nextchapterbk.com;ani@gorginianlaw.com

Byron Z Moldo on behalf of Interested Party Michael Horner and Thomas Horner as Co-Trustees of the Horner Family Trust
bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com, dperez@ecjlaw.com

Sonia Singh on behalf of Interested Party Michael Horner and Thomas Horner as Co-Trustees of the Horner Family Trust
ssingh@ecjlaw.com, amatsuoka@ecjlaw.com, dperez@ecjlaw.com

United States Trustee (LA)
ustregion16.la.ecf@usdoj.gov

Jennifer C Wong on behalf of Interested Party Courtesy NEF
bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **October 20, 2022** I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor

George Gordon Strong, III
5455 Castle Knoll Rd.
La Canada Flintridge, CA 91001

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 20, 2022
Date

Debbie A. Perez
Printed Name

/s/Debbie A. Perez
Signature